

500 SCHIFF HARDIN WAITE

A Partnership Including Professional Corporations

7200 Sears Tower, Chicago, Illinois 60606  
Telephone (312) 876-1000 Tlx 910-221-2463

WASHINGTON OFFICE

1101 Connecticut Avenue, N.W., Washington, D.C. 20036  
Telephone (202) 857-0600 Telex SHW-64590

Site:	MARTHA
ID #:	MOD980633069
Break:	11.4
Other:	

April 21, 1988

RECEIVED

APR 25 1988

EPA-CNSL-CERCLA

J. Scott Pemberton, Esq.  
EPA Region VII  
U. S. Environmental Protection Agency  
726 Minnesota Avenue  
Kansas City, Kansas 66101

Re: Rose Chemicals



40027630  
SUPERFUND RECORDS

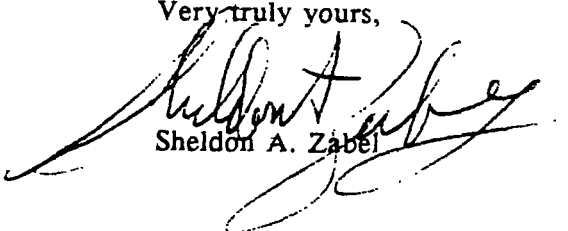
Dear Scott:

I am enclosing for your information the so-called "buyout package" that we are mailing to all of the Rose PRPs. In addition I am enclosing copies of three letters, to Nebraska Public Power District, Central Illinois Public Service Company and Iowa Power & Light. Because each of these three sent more than 1% of the total waste to Rose, the Steering Committee declined to offer them a buy-out; they are being offered the choice of either becoming Steering Committee members or Consent Parties.

Now that these offers are being made, your plan to write the "recalcitrants" to encourage their participation with the Steering Committee in the clean-up of the Rose site is especially timely and should be very helpful to our joint efforts. You may want to note that the offers have a 90-day response requirement. I would appreciate receiving copies of your letters as they are sent out.

If you have any questions on this matter, please feel free to call me.

Very truly yours,

  
Sheldon A. Zabel

SAZ/mac

cc: J. L. Robinson  
J. Kohanek

RECEIVED

MAY 04 1988

CMPL SECTION

April 11, 1988

^PRP (ID #)  
^FN ^LN^SUF  
^ADDRESS  
^CITY, ^ST ^ZIP

Re: BUYOUT AND CONSENT PARTY OFFERS  
MARTHA C. ROSE CHEMICALS, INC. SUPERFUND SITE  
ACCEPTANCE DEADLINE: JULY 19, 1988

Dear ^SAL ^LN:

As you are aware, the Rose Chemicals Steering Committee has been actively working with the Environmental Protection Agency, Region VII (hereinafter referred to as the "Agency" or "U.S. EPA"), to clean up the polychlorinated biphenyls (PCBs) and PCB-items sent to Martha C. Rose Chemicals, Inc. in Holden, Missouri ("Rose Site"). To date, the Steering Committee has spent approximately \$6.6 million in Rose Site costs. On October 29, 1987, the Steering Committee agreed to remove and dispose of PCBs sent to the Rose site. The order was previously mailed to you on or about January 20, 1988.

On behalf of the participating Steering Committee members, I am writing to invite you to participate in a Buyout or Consent Party offer. Participating Steering Committee members are prepared to offer a "buyout" to those entities individually responsible for less than one percent of the total amount of material sent to Rose.

By this letter, therefore, participating Steering Committee members hereby offer you two options<sup>\*</sup>/ to satisfy your Superfund responsibilities at the Rose Site:

Option #1, Buyout Party Status

Participating Steering Committee members will assume your share of responsibility for the cleanup at the Rose Site, to the extent described below, in exchange for payment by you of \$2.60 per pound of material you sent to Rose.

Option #2, Consent Party Status

If you choose not to accept the buyout offer, participating Steering Committee members will not assume your share of

<sup>\*</sup>/ In either option a minimum payment of \$200 will be required reflecting the initial working funds already assessed to each Rose PRP.

responsibility for the cleanup at the Rose Site. Your alternative is to participate in the Rose Site cleanup by entering into a consent party agreement with the participating Steering Committee members and by paying an initial assessment of \$1.53 per pound of material sent by you to Rose.

The Rose Chemicals Steering Committee does not intend to make any further offer to you to participate in the Rose Chemicals cleanup. The Steering Committee strongly believes that EACH responsible party must pay its share of cleanup costs at the Rose Site and will aggressively pursue those responsible parties who fail to participate in this offer. The exact terms of the two options are found in two documents accompanying this letter and are summarized below for your convenience. The Steering Committee recommends that you read the Buyout Agreement and the Consent Party Agreement for a complete understanding of the two offers, since only the specific language in those documents is binding.

**OPTION #1**  
**TERMS OF BUYOUT**

The U.S. EPA has determined that you are potentially responsible for cleanup of the Rose Site under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq.) (hereinafter referred to as "CERCLA" or "Superfund"). This means you could be obligated to pay for or conduct any cleanup work the U.S. EPA determines to be necessary at the Rose Site and could be liable for all costs the Agency incurs in responding to any release or threatened release at the Rose Site. By accepting this buyout offer, however, you receive the agreement of participating Steering Committee members that they will assume your legal responsibility for the cleanup of the Rose Site to the extent set forth in the enclosed Rose Chemicals Buyout Agreement. The names of these participating Steering Committee members are listed in Attachment 1 to this letter.

According to the terms of the Rose Chemicals Buyout Agreement, the participating Steering Committee members agree not to sue you regarding, and to assume your Superfund imposed responsibility for, the cleanup of the Rose Site, regardless of how much the cleanup ultimately costs. This includes your responsibility for:

- (1) The cost of removing materials from the Rose Site and sending them to EPA-approved facilities for disposal;
- (2) The cost of restoring the Rose Site, as necessary;
- (3) The cost of any groundwater cleanup at the Rose Site that may become necessary;

- (4) Costs incurred by the Rose Chemicals Steering Committee in cleaning up the Rose Site;
- (5) Damages to person or property caused by the Rose Site cleanup; and,
- (6) Damages to natural resources at the Rose Site, including damage that may be discovered at any time in the future.

The significant cost of defending a lawsuit and making a payment for these liabilities is assumed on your behalf by participating Steering Committee members. Should you be sued by others, including federal or state governments, for matters covered in the buyout agreement, the participating Steering Committee members agree to defend you and also to assume, on your behalf, any legal liability you might ultimately have. In short, the participating Steering Committee members are offering to substantially relieve you of your responsibility for the Rose Site cleanup.

Certain exclusions to this assumption of responsibility by the participating Steering Committee members apply. These exclusions are spelled out in paragraph 3 of the Rose Chemicals Buyout Agreement. Notwithstanding that certain areas of responsibility are excluded, by entering into this buyout agreement your responsibility for cleanup of the Rose Site will be largely paid for by participating Steering Committee members.

In exchange for the participating Steering Committee members' agreement to assume this responsibility, you must pay them collectively \$2.60 per pound of waste sent by you to Rose. (For your total buyout amount, please refer to the Rose Chemicals Party Buyout Payment or Consent Option Assessment report and/or the Linked Relationship Report, if applicable.) The per pound buyout amount was calculated as follows:

- (1) The Rose Chemicals Steering Committee currently estimates that the cost of cleaning up the Rose Site is \$35,400,000. Dividing this estimate by the total amount of waste sent to Rose (approximately 23,200,000 lbs.) produces an estimate of how much the Rose Site cleanup might cost on a per pound basis, or \$1.53 per pound.
- (2) Certain contingencies that might change the estimated cleanup cost were identified (e.g., ever-changing cleanup standards) and dollar values assigned to them. These contingencies were quantified and give rise to a premium factor of 1.7 resulting in the \$2.60 per pound buyout amount (i.e.,  $1.7 \times \$1.53 = \$2.60$ ).

Normally, a buyout would not be offered at this relatively early stage in cleaning up a site. Substantial uncertainties as

to the ultimate cleanup cost exist. These cost escalating contingencies include: uncertainties over what natural resource damage exists (a remedial investigation/feasibility study ("RI/FS") for the Rose Site has not yet been performed); uncertainty over what remedy will ultimately be required for the Rose Site (negotiations with the Agency regarding this final remedy have not yet begun); and uncertainties over future, unanticipated costs, if any, to be borne by the participating Steering Committee members. Given these uncertainties, the Steering Committee believes that the \$2.60 per pound buyout amount is a very fair exchange for the assumption of responsibility being offered to you.

Your buyout payment was determined by multiplying \$2.60 by the amount of waste you sent to Rose and by subtracting a credit for amounts paid by you to date, if any, to the Rose Chemical Administrative Fund. The amount of waste sent by you to Rose was based on the Rose Chemicals receiving logs and reviewed by Clean Sites Inc. This waste data was previously sent to you for verification.

In order to accept this buyout offer, you must:

- (1) Return the enclosed "Rose Chemicals Buyout Agreement," signed by a corporate officer, no later than July 19, 1988 to Mr. James J. Kohanek, Clean Sites Inc., Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314; and,
- (2) Accompany the signed agreement with a certified check made payable to the Rose Chemicals Administrative Fund in the amount indicated as your buyout amount listed on the Rose Chemicals Party Buyout Payment or Consent Option Assessment report and/or the Linked Relationship Report, if applicable.

**OPTION #2**  
**TERMS OF CONSENT PARTY OFFER**

You may choose to become a consent party instead of accepting the buyout offer. By doing so, you agree to pay your share, according to an Allocation Formula (which was developed by the participating Steering Committee members and, as revised, is now appended to the Consent Agreement), of whatever the ultimate - and as yet undetermined - cleanup costs at the Rose Site may be. You will, however, receive the benefit of whatever protection the Agency may give participating Steering Committee members in any agreement which ultimately settles legal liabilities at the Rose Site, assuming that such an agreement is reached and you agree to sign such future agreement. Absent any such protection and depending upon the extent of such protection, however, you will retain full responsibility for costs related to the Rose Site - just like the participating Steering Committee members. These costs are likely to include, for example, your proportional share of recalcitrants' costs, all unanticipated

cleanup costs and any natural resource damage that is discovered now or in the future. Whatever the actual cleanup costs turn out to be, you and the participating Steering Committee members will share such responsibility proportionately.

To date the Rose Chemicals Steering Committee has raised \$7,000,000 to cover the costs of activities at the Rose Site. In order to continue the cleanup of the Rose Site on a timely basis, consent parties must now assume their share of the estimated cleanup costs at the Rose Site. Therefore, to participate as a consent party, you must pay \$1.53 per pound of material sent by you to Rose. (For your consent payment amount, adjusted for any monies paid, please refer to the Rose Chemicals Party Buyout Payment or Consent Option Assessment report and/or the Linked Relationship Report, if applicable.) This \$1.53 per pound amount is the currently estimated cost of cleaning up the Rose Site on a per pound basis, as explained earlier.

You must also agree to pay the amount by which your share of responsibilities at the Rose Site, under the Allocation Formula, exceeds your consent payment. Unlike the estimated \$1.53 consent payment, the Allocation Formula examines the actual costs of the cleanup. Under the Allocation Formula, your share of such costs depends on the cost to clean up the Rose Site. The Allocation Formula equitably specifies each responsible party's share of Rose Site cleanup costs.

Until the cleanup work is completed, the Steering Committee cannot determine the exact cost for your share. As cleanup work is completed, the Steering Committee will provide you with an Allocation Formula-based accounting, explaining whether your consent payment is too little or too great. Upon final settlement of all cleanup work with EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, the participating Steering Committee members shall prepare an accounting to determine whether each consent party has paid its share of cleanup costs. A refund to each consent party for that outstanding portion, if any, of the consent payment which represents an overpayment will be made by the participating Steering Committee members. Alternatively, each consent party will be invoiced for any monies owing if the consent payment is insufficient to cover that consent party's share of the cleanup. In either event, your total monetary payment will reflect your share of Rose cleanup costs.

If you decide to accept this offer to be a consent party, you must:

- (1) Return the enclosed Rose Chemicals Consent Party Agreement, signed by a corporate officer, no later than July 19, 1988 to Mr. James J. Kohanek, Clean Sites Inc., Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314; and,

- (2) Accompany the signed agreement with a certified check made payable to the Rose Chemicals Administrative Fund in the amount indicated as your consent payment listed on the Rose Chemicals Party Buyout Payment or Consent Option Assessment report and/or the Linked Relationship Report, if applicable.

#### LINKED RELATIONSHIPS

The term "linked relationships" refers to potentially responsible parties with a relationship, contractual or not, regarding the transportation, handling or brokering of material at the Rose Site. The Rose Chemicals Steering Committee recognizes that there may be circumstances where two or more parties are linked to a given quantity of PCBs sent to Martha C. Rose Chemicals, Inc. Where such information is known to the participating Steering Committee members and is relevant to you, the names of such linked relationships appear on the attached "Linked Relationship Report." Of course, the participating Steering Committee members may not be aware of all linked relationships and you are encouraged, therefore, to contact and negotiate with the parties listed on the Linked Relationship Report and also any other parties with whom you may share a linked relationship.

#### U.S. EPA ROLE

The Agency is aware that this offer is being made to you, although it is not a participant in it. The Rose Chemicals Steering Committee is required to provide the Agency lists of both those parties who do and those who do not participate in the cleanup by accepting this offer to be a buyout party or consent party. Under CERCLA, the Agency is authorized to recover its cleanup costs from potentially responsible parties who do not participate in the cleanup (CERCLA, Sec.107). The Agency has made a commitment (in Administrative Order on Consent, Docket No. 87-F-0007, effective October 29, 1987) to seek to recover certain of its costs first from those parties not participating in this offer, as listed by the Rose Chemicals Steering Committee.

#### CONCLUSION

In sum, the Rose Chemicals Steering Committee strongly urges all potentially responsible parties to participate in the cleanup of the Rose Site by becoming either a buyout party or consent party. The Steering Committee intends to take whatever action is necessary, including filing suit, to ensure that each party discharges its legal responsibility for the Rose Site. Please consider carefully the options presented to you and join with us in the Rose Site cleanup.

Included in this mailing are the following documents:

- (1) Rose Chemicals Buyout Agreement
- (2) Rose Chemicals Consent Party Agreement and Cost Allocation Formula
- (3) Clean Sites, Inc./Rose Chemicals Site - Company Ranking Report
- (4) Rose Chemicals Party Buyout Payment or Consent Option Assessment report
- (5) Linked Relationships Report, if applicable
- (6) Support Document to accompany the Rose Chemicals Buyout/Consent Party Offer.

If you have questions, please feel free to contact Mr. James J. Kohanek at Clean Sites Inc., (703) 739-1201.

Sincerely,

---

Jene L. Robinson  
Chairman of the  
Rose Chemicals  
Steering Committee

ATTACHMENT 1

List of Participating Steering Committee Members

Central Louisiana Electric Company, Inc.

Commonwealth Edison Company

General Motors Corporation

Illinois Power Company

Interstate Power Company

Iowa Public Service Company

Kansas Power and Light Company

New Orleans Public Service Inc./Louisiana Power & Light  
Company

Missouri Public Service Company

New England Power Service Company

Oklahoma Gas & Electric Company

Omaha Public Power District

Southwestern Electric Power Company

West Texas Utilities Company

BUYOUT/CONSENT PARTY OFFER INSTRUCTIONS

ACCEPTANCE DEADLINE: JULY 19, 1988

1. SIGN EITHER THE ROSE CHEMICALS BUYOUT AGREEMENT  
(AT PAGE 8),  
  
OR  
THE ROSE CHEMICALS CONSENT PARTY AGREEMENT  
(AT PAGE 9).
2. PAY YOUR DESIGNATED BUYOUT OR CONSENT PARTY AMOUNT  
AS SHOWN ON THE BUYOUT PAYMENT OR CONSENT OPTION  
ASSESSMENT SHEET. MAKE CHECK PAYABLE TO:  
ROSE CHEMICALS ADMINISTRATIVE FUND.
3. RETURN YOUR SIGNED AGREEMENT AND CHECK TO:  
MR. JAMES KOHANEK  
CLEAN SITES, INC.  
ROSE CHEMICALS ADMINISTRATIVE FUND  
1199 NORTH FAIRFAX ST./SUITE 400  
ALEXANDRIA, VA 22314  
(703) 739-1201
4. A FULLY EXECUTED COPY OF THE AGREEMENT AND THE  
LIST PROVIDED TO EPA, PURSUANT TO THE SECOND  
ADMINISTRATIVE ORDER ON CONSENT, SHOWING YOUR  
PARTICIPATION WITH THE STEERING COMMITTEE WILL BE  
RETURNED TO YOU.

## ROSE CHEMICALS BUYOUT AGREEMENT

This agreement ("Agreement") is entered into by the parties listed in Attachment A hereto (the "Steering Committee Parties") and the party signing this Agreement (the "Buyout Party") collectively referred to herein as the parties.

WHEREAS, each of the parties hereto is among the entities that have been identified by the United States Environmental Protection Agency ("EPA") as potentially responsible parties under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. §9601 et seq., for response costs at the facility formerly operated by Martha C. Rose Chemicals, Inc. ("Rose") at 500 W. McKissock Street, in Holden, Missouri,

TRACT SURVEY DESCRIPTION: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 45, RANGE 28 IN JOHNSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AFORESAID, RUN THENCE NORTH 0°18'17" EAST, ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 264 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; CONTINUING THENCE NORTH 0°18'17" EAST, 584 FEET; THENCE SOUTH 81°37'15" EAST, 936.82 FEET TO THE NORTHWEST CORNER OF THE "FINNEY ROW" ADDITION TO THE CITY OF HOLDEN, MISSOURI; THENCE SOUTH 0°19'28" WEST, 499.97 FEET TO THE NORTHWEST CORNER OF "FINNEY ADDITION"; THENCE SOUTH 89°47'00" WEST, 55 FEET; THENCE SOUTH 0°19'28" WEST, 178 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 58, OR SECOND STREET; THENCE SOUTH 89°47'00" WEST, ALONG THE NORTH LINE OF HIGHWAY NO. 58, 319.33 FEET; THENCE NORTH 0°18'17" EAST, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, 234 FEET; THENCE SOUTH 89°47'00" WEST, 553 FEET TO THE POINT OF BEGINNING, CONTAINS 12.73 ACRES, MORE OR LESS (the "Rose Site"); and

WHEREAS, certain potentially responsible parties have formed themselves into the Rose Chemicals Steering Committee (the "Steering Committee") for

the purpose of negotiating with EPA Region VII in order to arrange for the Cleanup of the Rose Site in a manner that is protective of human health and the environment, and is consistent with the National Contingency Plan; and

WHEREAS, the Steering Committee has undertaken, among other measures, a site inventory and certain site stabilization, security and necessary removal measures pursuant to an Administrative Order on Consent, Docket No. 86-F-0019, dated November 12, 1986 ("AO I"); and

WHEREAS, the Steering Committee has agreed with EPA, among other things, to complete the proper removal from the Rose Site and disposal of polychlorinated biphenyls (PCB) and PCB-contaminated materials pursuant to an Administrative Order on Consent, Docket No. 87-F-0007, dated October 29, 1987 ("AO II"); and

WHEREAS, the Steering Committee will endeavor to negotiate a further agreement with EPA for further response activities at the Rose Site pursuant to which the Steering Committee Parties would obligate themselves to carry out specified removal and remediation activities at the Rose Site (all activities undertaken by or on behalf of the Steering Committee at the Rose Site, including those undertaken pursuant to AO I, AO II and any subsequent agreement with EPA, are hereafter collectively referred to as the "Cleanup"); and

WHEREAS, the Steering Committee has undertaken to compile a Waste-in Report of PCBs and PCB-contaminated items sent to the Rose Site; and

WHEREAS, the Buyout Party wishes to be a Participating Party in the Cleanup at the Rose Site; and

WHEREAS, the Steering Committee Parties are willing to assume responsibility for the Cleanup at the Rose Site upon the terms, subject to conditions,

and for the consideration set forth herein.

NOW, THEREFORE, IT IS AGREED by the parties as follows:

1. In consideration of the Cleanup, and in consideration of this Agreement, the Buyout Party signing this Agreement agrees to pay collectively to the Steering Committee Parties the amount listed for the Buyout Party on Attachment B annexed hereto ("Buyout Payment"). The Buyout Payment represents the Buyout Party's share of the costs for the Cleanup and compensation for the covenants not to sue, indemnification, and agreement to defend granted by the Steering Committee Parties herein, and is made in settlement of, and to avoid litigation of, this matter to the extent provided in Paragraphs 2 and 3 below. Any Buyout Party who has previously made payment to the Rose Chemicals Administrative Fund shall receive credit for that payment against the Buyout Payment. The parties understand and agree that this Buyout Payment is not in whole or in part a fine, penalty or monetary sanction of any kind. The Buyout Party understands and agrees that its Buyout Payment and any other monies obtained by the Steering Committee Parties shall be solely and irrevocably the property of the Steering Committee Parties.

2. In consideration of receipt of the Buyout Payment, the Steering Committee Parties agree, except as provided in Paragraph 3:

- (a) To identify the Buyout Party to EPA as a party participating, through the Buyout, in the Cleanup;
- (b) To indemnify, defend, and covenant not to sue the Buyout Party:

- (i) for any costs incurred by Steering Committee

members arising out of or relating to the Cleanup at the Rose Site;

(ii) for any liability under CERCLA for past or future response costs, including response costs related to damages to natural resources at the Rose Site; and

(iii) for any claims or demands for damages to person or property arising solely out of or relating solely to the Cleanup at the Rose Site.

3. The covenants not to sue, indemnifications and undertakings to defend set forth in Paragraph 2 shall not apply to:

(a) Any claims or demands for damages to person or property not arising solely out of or relating solely to the Cleanup;

(b) Any claims or demands of any kind arising out of acts, releases or conditions occurring or existing at locations off the Rose Site including but not limited to: (i) those disposal facilities utilized in the Cleanup and (ii) those disposal facilities or any other place where Rose sent PCB, PCB-contaminated materials or materials of any other kind;

(c) Except as otherwise provided in this Agreement, any claims for expenses or costs, including legal fees, incurred or obligated by the Buyout Party prior to or after the effective date of this Agreement with regard to the Rose Site;

(d) PCB chemical hazard profiles or health assessments as conducted by the Agency for Toxic Substances and Disease

Registry or any other federal agency or its contractor pursuant to Section 104(i) of CERCLA;

(e) Any suits, claims, demands, or costs associated therewith between or among any two or more entities with a relationship, contractual or not, regarding the transportation, handling, brokering, or disposition of material at the Rose Site;

(f) Any claim, demand or dispute not explicitly authorized in paragraph 2.

4. If any action, demand, or claim shall be brought or asserted against the Buyout Party which, if determined adversely to the interest of the Buyout Party, would entitle it to indemnity as provided in this Agreement, the Buyout Party shall promptly, but in no event later than ten (10) days from service of such action, demand, or claim on the Buyout Party, notify the Steering Committee Parties in writing as provided in Paragraph 11, and only upon receipt of such notice shall the Steering Committee Parties be obligated to assume the defense thereof. The Buyout Party shall cooperate with the Steering Committee Parties in the defense of the action, demand, or claim. The Steering Committee Parties shall not be liable for any settlement of any such action, demand or claim effected without their written consent, but if settled with written consent of the Steering Committee Parties, or if there shall be final judgment against the Buyout Party in any such action in which the Steering Committee Parties have assumed the defense of the Buyout Party, the Steering Committee Parties agree to indemnify and hold harmless, to the extent provided in this Agreement, the Buyout Party from and against any such judgment or settlement.

5. If it should become necessary for the Buyout Party to employ counsel to enforce any indemnity or agreement to defend herein agreed to, the Steering Committee Parties shall, if judgment is rendered against the Steering Committee Parties, be liable for reasonable attorneys' fees incurred by the Buyout Party.

6. This Agreement does not constitute and shall not be interpreted or construed as an admission by any of the parties of any liability under any federal, state, or local law or that the parties are in violation of or ever have violated any laws, rules, regulations and/or ordinances.

7. This Agreement shall be construed and enforced pursuant to the laws of the State of Missouri.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

9. This Agreement constitutes the entire understanding between the Steering Committee Parties and the Buyout Party with respect to its subject matter and replaces prior agreements or understandings, if any, between the parties.

10. No Steering Committee Party, or representative or counsel for any Steering Committee Party, has acted as counsel for any other party with respect to such party's entering into this Agreement, and each party represents that it has sought and obtained any appropriate legal advice it deemed necessary prior to entering into this Agreement.

11. Any legal notice required by this Agreement to be given to the Steering Committee Parties shall be sent to:

Rose Chemicals Steering Committee  
c/o Sheldon A. Zabel, Esq.  
Schiff Hardin & Waite  
7200 Sears Tower  
Chicago, Illinois 60606  
(312) 876-1000

In the event that the above address changes, the Steering Committee will so notify the Buyout Parties at their respective addresses.

12. This Agreement may be amended only by the unanimous written consent of all parties, except for the addition of new Steering Committee Parties and for changes of address of parties to the Agreement.

13. The parties recognize that this Agreement will be executed in multiple originals by the parties on different dates in different locations. The parties acknowledge that this Agreement, as so executed, shall be valid and binding as though all parties had physically executed the same copy hereof. All multiple originals shall constitute one and the same Agreement. The person signing this Agreement represents and warrants that he or she is an authorized representative of the Buyout Party and represents and warrants that he or she has been duly authorized to enter into this Agreement by each company or institution on whose behalf it is indicated that he or she is signing.

14. The rights granted under Paragraph 2 apply only to the Buyout Parties identified in a list of the Buyout Parties which the Steering Committee Parties shall prepare and send to the Buyout Parties as soon as practicable. No party not a signatory to this Agreement has a right, cause of action, or claim based on or arising from the Buyout Agreement. The covenants not to sue in Paragraph 2, as limited by Paragraph 3, apply only to the Buyout Parties, and all parties to the Buyout Agreement expressly reserve their rights against all other parties not signatories to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, the effective date of which shall be the 20th day of July, 1988, provided the signed Agreement and Buyout Payment are received at the

following address prior to the effective date: Mr. James Kohanek, Clean Sites Inc., Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314. This Agreement shall be binding between and among the signatory parties on said effective date without regard to the subsequent execution of similar agreements by other parties.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

Date \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

ROSE CHEMICALS BUYOUT AGREEMENT

By 

Date 3/14/88

FOR: ILLINOIS POWER COMPANY  
Decatur, Illinois

ROSE CHEMICALS BUYOUT AGREEMENT

By David S. Black

Date 3/18/88

FOR: KANSAS POWER AND LIGHT COMPANY  
Topeka, Kansas

ROSE CHEMICALS BUYOUT AGREEMENT

By 

G. L. NESBITT  
EXECUTIVE VICE PRESIDENT

Date March 21, 1988

FOR: CENTRAL LOUISIANA ELECTRIC COMPANY, INC.  
Pineville, Louisiana

ROSE CHEMICALS BUYOUT AGREEMENT

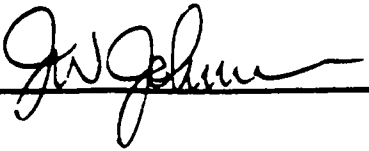
By Larry W. DeJong  
Larry DeJong  
Vice President  
Transmission & Distribution Services

Date 3-21-88

FOR: IOWA PUBLIC SERVICE COMPANY  
Sioux City, Iowa

619  
C

ROSE CHEMICALS BUYOUT AGREEMENT

By 

Date 3/24/88

**FOR: COMMONWEALTH EDISON COMPANY**  
Chicago, Illinois

ROSE CHEMICALS BUYOUT AGREEMENT

By GPZas Date 3-24-1988

FOR: NEW ENGLAND POWER SERVICE COMPANY  
Westborough, Massachusetts

ROSE CHEMICALS BUYOUT AGREEMENT

By Leonard F. Charla

Date 3/27/88

LEONARD F CHARLA  
ASSISTANT GENERAL COUNSEL

FOR: GENERAL MOTORS CORPORATION  
Detroit, Michigan

ROSE CHEMICALS BUYOUT AGREEMENT

By William C. Jones

Date March 28, 1988

FOR: OMAHA PUBLIC POWER DISTRICT  
Omaha, Nebraska

ROSE CHEMICALS BUYOUT AGREEMENT

By *Randolph*  
*CS WRM*

Date *3-29-88*

FOR: WEST TEXAS UTILITIES COMPANY  
Abilene, Texas

ROSE CHEMICALS BUYOUT AGREEMENT

By W. H. Stoppelmoor  
President

Date 7/29/88

FOR: INTERSTATE POWER COMPANY  
Dubuque, Iowa

WHS  
7-29-88

**ROSE CHEMICALS BUYOUT AGREEMENT**

New Orleans Public Service Inc.

By

*R. Drake Keith*

Date March 31, 1988

R. Drake Keith

Executive Vice President

**FOR: NEW ORLEANS PUBLIC SERVICE INC.**

New Orleans, Louisiana

**ROSE CHEMICALS BUYOUT AGREEMENT**

Louisiana Power & Light Company

By *R. Drake Keith*

Date March 31, 1988

R. Drake Keith

Executive Vice President

**FOR**


**LOUISIANA POWER & LIGHT COMPANY**  
New Orleans, Louisiana

ROSE CHEMICALS BUYOUT AGREEMENT

By Dale E. Ward Date 4/4/88

FOR: SOUTHWESTERN ELECTRIC POWER COMPANY  
Shreveport, Louisiana

ROSE CHEMICALS BUYOUT AGREEMENT

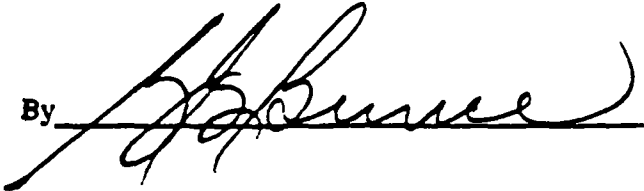
By  William J. Owen

Date 4/7/88

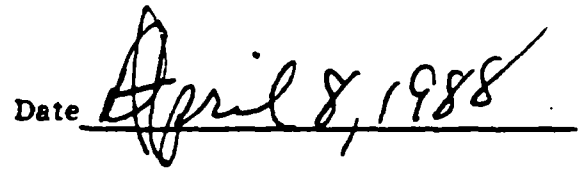
FOR: MISSOURI PUBLIC SERVICE COMPANY  
Kansas City, Missouri

ROSE CHEMICALS BUYOUT AGREEMENT

By



Date



<sup>79B</sup>  
by  
FOR: OKLAHOMA GAS & ELECTRIC COMPANY  
Oklahoma City, Oklahoma

## ROSE CHEMICALS CONSENT PARTY AGREEMENT

This agreement ("Agreement") is entered into by the parties listed in Attachment A hereto (the "Steering Committee Parties") and the party signing this Agreement (the "Consent Party") collectively referred to herein as the parties.

WHEREAS, each of the parties hereto is among the entities that have been identified by the United States Environmental Protection Agency ("EPA") as potentially responsible parties under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., for response costs at the facility formerly operated by Martha C. Rose Chemicals, Inc. ("Rose") at 500 W. McKissock Street, in Holden, Missouri,

TRACT SURVEY DESCRIPTION: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 45, RANGE 28 IN JOHNSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AFORESAID, RUN THENCE NORTH 0°18'17" EAST, ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 264 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; CONTINUING THENCE NORTH 0°18'17" EAST, 584 FEET; THENCE SOUTH 81°37'15" EAST, 936.82 FEET TO THE NORTHWEST CORNER OF THE "FINNEY ROW" ADDITION TO THE CITY OF HOLDEN, MISSOURI; THENCE SOUTH 0°19'28" WEST, 499.97 FEET TO THE NORTHWEST CORNER OF "FINNEY ADDITION"; THENCE SOUTH 89°47'00" WEST, 55 FEET; THENCE SOUTH 0°19'28" WEST, 178 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 58, OR SECOND STREET; THENCE SOUTH 89°47'00" WEST, ALONG THE NORTH LINE OF HIGHWAY NO. 58, 319.33 FEET; THENCE NORTH 0°18'17" EAST, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, 234 FEET; THENCE SOUTH 89°47'00" WEST, 553 FEET TO THE POINT OF BEGINNING, CONTAINS 12.73 ACRES, MORE OR LESS (the "Rose Site"); and

WHEREAS, certain potentially responsible parties have formed themselves into the Rose Chemicals Steering Committee (the "RCSC") for the purpose of negotiating with EPA Region VII in order to arrange for the cleanup of the Rose Site in a manner that is protective of human health and the environment, and is consistent with the National Contingency Plan; and

WHEREAS, the RCSC has undertaken, among other measures, a site inventory and certain site stabilization, security and necessary removal measures pursuant to an Administrative Order on Consent, Docket No. 86-F-0019, dated November 12, 1986 ("AO I"); and

WHEREAS, the RCSC has agreed with EPA, among other things, to complete the proper removal from the Rose Site and disposal of polychlorinated biphenyls (PCB) and PCB-contaminated materials pursuant to an Administrative Order on Consent, Docket No. 87-F-0007, dated October 29, 1987 ("AO II"); and

WHEREAS, the RCSC will endeavor to negotiate an additional agreement with EPA for further response activities at the Rose Site pursuant to which the Steering Committee Parties would obligate themselves to carry out specified remediation activities at the Rose Site (all activities, responsibilities and obligations undertaken by or on behalf of the RCSC at the Rose Site, including those undertaken pursuant to AO I, AO II and any subsequent agreement with EPA, are hereafter collectively referred to as the "Cleanup"); and

WHEREAS, the RCSC has undertaken to compile a Waste-in Report of PCBs and PCB-contaminated items sent to the Rose Site; and

WHEREAS, the RCSC has calculated each Consent Party's initial payment for the Cleanup; and

WHEREAS, the Consent Party agrees, as provided herein, to pay its share

of Cleanup costs; and

WHEREAS, the Consent Party wishes to be a Participating Party in the Cleanup; and

WHEREAS, the Steering Committee Parties are willing to direct the Cleanup upon the terms and for the consideration set forth herein.

NOW, THEREFORE, IT IS AGREED by the parties as follows:

1. In consideration of the Cleanup, and in consideration of this Agreement, the Consent Party agrees to pay to the Rose Chemicals Administrative Fund the amount listed for the Consent Party on Attachment B annexed hereto ("Consent Payment"). The Consent Payment represents an initial payment by the Consent Party of its share of the currently estimated cost of the Rose Site Cleanup. Such Consent Payment is made in partial settlement of, and to avoid litigation of, this matter to the extent provided below. Any Consent Party who has previously made payment to the Rose Chemicals Administrative Fund shall receive credit for that payment against the Consent Payment. The parties understand and agree that this Consent Payment is not in whole or in part a fine, penalty or monetary sanction of any kind. Except as otherwise provided in Paragraphs 9 and 10 below, the Consent Party understands and agrees that its Consent Payment shall be solely and irrevocably the property of the Steering Committee Parties.

2. Except for the "premium" portion received from parties accepting the Rose Chemicals Buyout Agreement, the Steering Committee Parties agree to use any monies received from other entities, public or private, toward the Cleanup at the Rose Site. In exchange, the Consent Party agrees that its Consent Payment may be used, proportionately, toward the cost of pursuing recalcitrant

parties and also to pay the recalcitrants' share of the Cleanup.

3. In consideration of this Agreement and receipt of the Consent Payment, the Steering Committee Parties agree as their exclusive obligation under this Agreement:

- (a) To identify the Consent Party to EPA as a Participating Party under the provision in AO II and any subsequent agreements with EPA in the Cleanup;
- (b) Upon final settlement of all Cleanup work with EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, to prepare an accounting to determine whether each Consent Party has paid its share of Cleanup costs as provided in Paragraph 10 below;
- (c) To allow the Consent Party to become a signatory in any future agreements with EPA relevant to the Rose Site, assuming that the Consent Party has fulfilled its obligations under this Agreement and that such agreement with EPA is reached, and to receive the benefits, if any, of the protection EPA may give Participating Parties.

4. The Consent Payment may, or may not, represent the Consent Party's ultimate share of the total Cleanup costs at the Rose Site. The Steering Committee Parties expressly reserve the right, in their sole discretion, from time to time to make additional monetary demands on the Consent Party if the Consent Payment fails to cover the Consent Party's share of Cleanup costs. Any subsequent monetary demands shall be based on the Allocation Formula, dated March 10,

1988 (Attached) and will credit previous payments made by the Consent Party.

5. The Consent Party agrees to pay, within 30 days of receipt of any invoice, to the Steering Committee Parties additional monetary payments if the Consent Payment fails to cover the Consent Party's share of Cleanup costs.

6. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341, performance by a Federal Agency of the commitments under this Consent Party Agreement is subject to the availability of appropriated funds for such purposes. If appropriated funds are not available to fulfill requirements of this Consent Party Agreement, the Steering Committee Parties reserve the right to initiate such actions as they deem appropriate to the extent permitted by law. If funding is not available, the Federal Agency will notify the Steering Committee Parties in writing of this unavailability as soon as possible.

7. Except as necessary to enforce this Consent Party Agreement, the Consent Party agrees not to assert against any Steering Committee Party any claim for recovery of any costs or liabilities, including contribution or indemnification claims, arising out of the Cleanup. Except as necessary to enforce this Consent Party Agreement, the Steering Committee Parties agree not to assert against any Consent Party any claim for recovery of any costs or liabilities, including contribution or indemnification claims, arising out of the Cleanup.

8. The Consent Party agrees not to assert against any party who signs the Rose Chemicals Buyout Agreement and pays the appropriate Buyout amount, other than a party with whom the Consent Party has a contractual relationship regarding the transportation, handling, brokering, or other disposition of material at the Rose Site, any claim for recovery of any costs or liabilities, including contribution or indemnification claims, arising out of the Cleanup. The Steering

Committee Parties shall send a list of the Buyout Parties to the Consent Parties as soon as practicable.

9. At least annually, the Steering Committee Parties shall send an accounting of Cleanup costs to the Consent Parties.

10. In the event that the Steering Committee Parties, in their sole discretion, are unable to reach agreement with EPA on continuing the Cleanup or are unwilling to continue Cleanup activities, the Steering Committee Parties shall prepare an accounting of Cleanup costs to date and shall refund that portion of the Consent Payment to each Consent Party for Cleanup work not done or make an additional monetary demand on the Consent Party if the Consent Payment fails to cover the Consent Party's share of Cleanup costs. The Consent Party shall continue to be subject to and bound by the restrictions in Paragraphs 6 and 7 prohibiting contribution and indemnification claims if the Steering Committee Parties are unable to reach agreement with EPA regarding the Cleanup or are unwilling to continue Cleanup activities.

11. Upon final settlement of all Cleanup work with EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, the Steering Committee Parties shall prepare an accounting under the Allocation Formula to determine whether each Consent Party has paid its share of Cleanup costs. A refund to each Consent Party for that outstanding portion, if any, of the Consent Payment which represents an overpayment will be made by the Steering Committee Parties. Alternatively, the Consent Party will be invoiced for any monies owing if the Consent Payment is insufficient to cover the Consent Party's share of the Cleanup.

12. This Agreement does not constitute and shall not be interpreted

or construed as an admission by any of the parties of any liability under any federal, state, or local law or that the parties are in violation of or ever have violated any laws, rules, regulations and/or ordinances.

13. This Agreement shall be construed and enforced pursuant to the laws of the State of Missouri.

14. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

15. This Agreement and attachments constitute the entire understanding between the Steering Committee Parties and the Consent Party with respect to its subject matter and replaces prior agreements or understandings, if any, between the parties.

16. No Steering Committee Party, or representative or counsel for any Steering Committee Party, has acted as counsel for any other party with respect to such party's entering into this Agreement, and each party represents that it has sought and obtained any appropriate legal advice it deemed necessary prior to entering into this Agreement.

17. Any correspondence with respect to the Agreement shall be sent to:

Mr. James Kohanek  
Clean Sites Inc.  
Rose Chemicals Site, Consent Agreement Correspondence  
Suite 400  
1199 North Fairfax Street  
Alexandria, Virginia 22314

In the event that the above address changes, the Steering Committee will so notify the Consent Parties at their respective addresses as contained on Attachment C.

18. This Agreement may be amended only by the unanimous written

consent of all parties, except for the addition of new Steering Committee Parties and for changes of address of parties to the Agreement.

19. The parties recognize that this Agreement will be executed in multiple originals by the parties on different dates in different locations. The parties acknowledge that this Agreement, as so executed, shall be valid and binding as though all parties had physically executed the same copy hereof. All multiple originals shall constitute one and the same Agreement. The person signing this Agreement represents and warrants that he or she is an authorized representative of the Consent Party and represents and warrants that he or she has been duly authorized to enter into this Agreement by each company or institution on whose behalf it is indicated that he or she is signing.

20. The rights granted under Paragraphs 2 and 3 apply only to the Consent Parties identified in Attachment C. No party not a signatory to this Agreement has a right, cause of action, or claim based on or arising from the Consent Agreement. Except as limited by Paragraphs 7 and 8, all parties to the Consent Agreement expressly reserve their rights against all other parties not signatories to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, the effective date of which shall be the 20th day of July, 1988, provided the signed Agreement and Consent Payment are received at the following address prior to the effective date: Mr. James Kohanek, Clean Sites Inc., Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314. This Agreement shall be binding between and among the signatory parties on said effective date without regard to the subsequent execution of similar agreements by other parties.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature

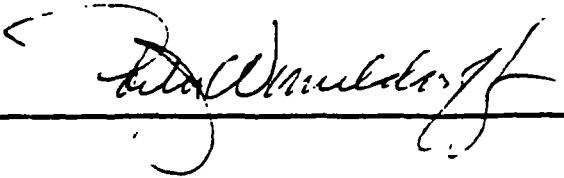
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Phone Number

Date \_\_\_\_\_

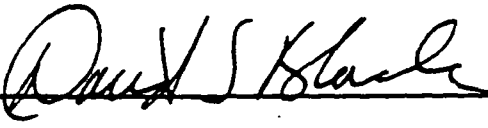
ROSE CHEMICALS CONSENT PARTY AGREEMENT

By 

Date 3/14/88

FOR: ILLINOIS POWER COMPANY  
Decatur, Illinois

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By  Date 3/18/8F

FOR: KANSAS POWER AND LIGHT COMPANY  
Topeka, Kansas

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By 

G. L. NESBITT  
EXECUTIVE VICE PRESIDENT

Date March 21, 1968

FOR: CENTRAL LOUISIANA ELECTRIC COMPANY, INC.  
Pineville, Louisiana

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By Larry W. DeJong  
Larry DeJong  
Vice President  
Transmission & Distribution Services

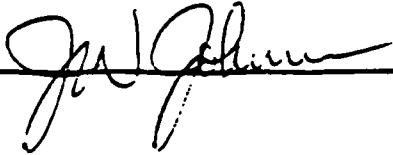
Date 3-21-58

FOR: IOWA PUBLIC SERVICE COMPANY  
Sioux City, Iowa

24/

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By



Date

3/24/88

FOR: COMMONWEALTH EDISON COMPANY  
Chicago, Illinois

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By

GT Lary

Date

3-24-1988

FOR: NEW ENGLAND POWER SERVICE COMPANY  
Westborough, Massachusetts

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By 

Date 3/27/88

LEONARD F. CHARLA  
ASSISTANT GENERAL COUNSEL

FOR: GENERAL MOTORS CORPORATION  
Detroit, Michigan

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By William C. Jones Date March 28, 1988

FOR: OMAHA PUBLIC POWER DISTRICT  
Omaha, Nebraska

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By Donald S. Meadows Date 3-29-88  
Cdn  
ss wam

FOR: WEST TEXAS UTILITIES COMPANY  
Abilene, Texas

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By W. H. Stoppelmoor  
President

Date 3/29/88

FOR: INTERSTATE POWER COMPANY  
Dubuque, Iowa

HK  
3-26-88

**ROSE CHEMICALS CONSENT PARTY AGREEMENT**

New Orleans Public Service Inc.

By

*R. Drake Keith*

Date March 31, 1988

R. Drake Keith

Executive Vice President

**FOR: NEW ORLEANS PUBLIC SERVICE INC.**

New Orleans, Louisiana

**ROSE CHEMICALS CONSENT PARTY AGREEMENT**

Louisiana Power & Light Company  
By   
R. Drake Keith  
Executive Vice President

Date March 31, 1988

**FOR:**

**LOUISIANA POWER & LIGHT COMPANY**  
New Orleans, Louisiana

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By Dale C. Ward Date 4/4/88

FOR: SOUTHWESTERN ELECTRIC POWER COMPANY  
Shreveport, Louisiana

ROSE CHEMICALS CONSENT PARTY AGREEMENT



By

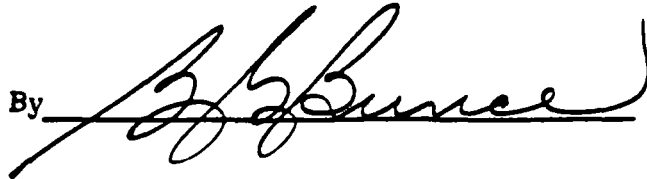
William J. Owen

Date

4/7/88

FOR: MISSOURI PUBLIC SERVICE COMPANY  
Kansas City, Missouri

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By 

Date April 8, 1988

<sup>198</sup>  
FOR: OKLAHOMA GAS & ELECTRIC COMPANY  
Oklahoma City, Oklahoma

**COST ALLOCATION FORMULA  
for  
Martha C. Rose Chemicals, Inc. (Rose) Site Cleanup  
Holden, Missouri**

**March 10, 1988**

**Part I - Guiding Principles and Definitions**

**A. Guiding Principles**

**The general principles used by the Rose Chemicals Technical Subcommittee to develop the Cost Allocation Formula are as follows:**

- 1. This allocation formula was developed to apply to all entities whose waste was sent, or who sent or arranged to send waste to Rose (hereafter referred to as generators). The allocation of costs to other responsible parties, including but not limited to the site owner and lessees, has not yet been addressed. The allocation and recovery of costs from other responsible parties will not affect the manner in which the formula applies but could affect the total amount to be allocated by the formula.**
- 2. Any allocation formula must be fair and equitable to the waste generators regardless of their size or the amount of PCB materials they sent to Rose.**
- 3. The formula must be as simple as possible to implement.**
- 4. Certificates of Destruction, as provided by Rose to generators, should not be used as the cost allocation mechanism, for the reasons summarized below.**

**The Cost Allocation Formula has been developed on the basis of assigning costs according to the PCB materials presently remaining at the Rose site instead of attempting to make assumptions as to the PCB material disposed off site by Rose. The Allocation Task Force of the Technical Subcommittee, and Clean Sites, Inc., spent over thirty (30) man-days reviewing the Rose records. Following**

this review, the Task Force concluded that Rose did not have a system to track wastes through to ultimate disposal following receipt of the wastes at the site. There is no evidence that Rose disposed of material in any time-sequential manner, such as first-in-first-out (FI/FO). Rose did not have a system for tracking waste in process. Although the Task Force acknowledges that Rose did process, and dispose off site, some of the material it received, there is no way to determine which (whose) wastes were ultimately sent to final disposal.

The Allocation Formula gives indirect credit to generators whose materials were processed and may have been sent off site. Under the Allocation Formula, intact, identifiable materials remaining on-site are allocated to the generator. Generators will be responsible for their proportionate share of wastes that are no longer intact or identifiable.

Finally, some Rose Certificates of Destruction (CD's) have been proven to be invalid because those CD's were issued by Rose for more waste than actually went to ultimate disposal. The Allocation Task Force interviewed a former Rose employee responsible for preparing CD's for Rose, who stated that documentation furnished to the employee to prove ultimate disposal of wastes was of a questionable nature.

5. Disposal costs for identifiable materials remaining at the site should be paid by the individual original generator.
6. Since no way exists to assign generator identity to the great bulk of PCB equipment and components, disposal costs for those items must be borne by PRPs as non-identifiable materials.
7. Rose receiving records, as verified by individual generators, and as corrected by the process in Part VI, appear to be valid for

determining the quantities of materials sent to the site by each generator.

**B. Definitions**

1. Common Costs—All shared costs, which shall mean: (1) the cost of consultants, contractors, subcontractors, and common counsel authorized by the Steering Committee and used to carry out the Rose site cleanup (prior to and after November 12, 1986, the effective date of the first governmental order), (2) obligations under, and liability arising out of, the Clean Sites Inc. Agreement ("CSI Agreement," Contract No. CSI-PRP-863, dated July 24, 1986, as amended), and any other contracts entered into by authorization of the Steering Committee (as constituted since its inception on May 22, 1986), and (3) obligations under, and liability arising out of, the Administrative Order on Consent (Docket No. 86-F-0019), dated November 12, 1986 ("AOC I"), the Administrative Order on Consent (Docket No. 87-F-0007), dated October 29, 1987 ("AO II") and any subsequent agreements authorized by the Steering Committee to be entered into with government entities (which may include long-term contingency costs like on-site and contiguous off-site remediation), (4) common administrative costs authorized by the Steering Committee, (5) any other costs authorized by the Steering Committee, and (6) for Buyin Parties only, obligations under, and liability arising out of, the Rose Chemicals Buyout Agreement and the Rose Chemicals Consent Party Agreement. Except for certain indemnification obligations affecting Steering Committee members, common costs exclude costs incurred pursuant to a contract for disposal of generator-sent materials. Examples by category would be:

Administration: Legal fees; costs assessed by Clean Sites Inc., other than costs incurred pursuant to a contract entered into on behalf of the Steering Committee for disposal of generator materials; site stabilization and security; inventory; costs of other contractors and/or subcontractors whose

activities, taken as a whole, do not more appropriately belong in another category of common costs.

Site Cleanup: On-site and contiguous off-site soil removal/disposal; on-site and contiguous off-site assessment of any environmental media; cleanup of the site buildings; costs for City of Holden sewage sludge; disposal of Rose site and building (non-generator) debris; etc.

Long-Term Contingency: Any monitoring or on-site and contiguous off-site remediation not addressed by "site cleanup" above; health-effects-related legal and other expenses; obligations arising out of an indemnification provision in any contract entered into by authorization of the Steering Committee; any response costs associated with off-site shipments by Rose of generator or other responsible party materials, should such costs be imposed upon all Rose PRPs; etc.

2. Disposal—Sampling, transport and ultimate processing (landfilling, treatment or incineration) of materials.
3. Identifiable Materials—PCB items, including oil, capacitors, transformers, debris, electrical components, and other items, sent to Rose by outside generators, and whose original ownership (individual generator) can be presently determined through Rose receiving records, generator records, identification numbers and container labels. Containers (drums, boxes, crates) of intact (see below) materials, and transformers, with a label identifying one generator will be assumed to be the property of that generator. The presence of any Rose label will automatically assign the container to the non-identifiable category. The Task Force's investigation of the Rose site revealed that containers with Rose labels consistently contained in-process equipment (insulators, metal, etc.) or multiple generator equipment.

4. Intact Materials—Non-processed items, in original shipping containers, as shipped by the generator. Transformers need not contain fluid to be considered "intact."
5. Non-Intact or Non-Identifiable Materials—All materials sent by generators that are not identifiable or intact as defined above. Fluid drained from transformers subsequent to being received at the site will be deemed non-identifiable.

## Part II - Cost Allocation Formula

### A. Written Description

1. Disposal of Intact and Identifiable Materials

Costs will be assigned directly to the identified generator according to the category of materials shipped by that generator. The total weight of material assigned to an individual generator cannot exceed the total weight shown by Rose and/or generator records to have been shipped to the site by that generator.

2. Disposal of Non-Intact or Non-Identifiable Materials

Costs will be allocated according to the ratio of the weight of non-identifiable material (total material minus identifiable, from 1. above) sent by the generator divided by the total weight of non-identifiable material from all generators (total weight of material to the site minus total weight of identifiable material).

For purposes of this allocation, disposal cost of debris will be calculated separately from the cost of disposal of all other materials.

3. Common Costs

Common costs will be allocated as follows, by category:

Administration—Costs will be allocated according to the ratio of the total weight of materials sent to the site for each individual generator divided by the total weight of materials sent by all generators.

Cleanup—Costs will be allocated according to the ratio of the total weight of non-identifiable materials sent by each individual generator divided by the total weight of non-identifiable materials sent by all generators.

Long-Term Contingency (if any)—Same as for Administration costs.

B. Arithmetic Description

T	=	Total weight of all material sent to Rose by all generators.
I	=	Total weight of all remaining, identified material sent to Rose by all generators.
$t_n$	=	Total weight of all material sent to Rose by generator n.
$i_n$	=	Total weight of all remaining identified material sent to Rose by generator n.
U	=	Total weight of all non-identified material sent to Rose by all generators.
$u_n$	=	Total weight of non-identified, non-intact material sent to Rose by generator n.
N	=	Total number of generators.
T	=	$\sum t_n$ for all generators.
I	=	$\sum i_n$ for all generators.
U	=	$T - I$ .
$u_n$	=	$t_n - i_n$ .

1. Disposal of Intact and Identifiable Material

Cost for generator  $n = i_n \times (\text{disposal cost per pound})$ .

2. Disposal Cost of Non-Intact or Non-Identifiable Material

Cost for generator  $n = \frac{(t_n - i_n)}{U} \times [\text{disposal cost per pound} \times (\text{weight of remaining non-identifiable material at Rose site})]$

Note: Calculations would be done separately for debris category and other material category.

3. Common Costs

Administration

Cost for generator  $n = \frac{t_n}{T} \times (\text{total administration cost})$

Cleanup

Cost for generator  $n = \frac{(t_n - i_n)}{U} \times (\text{total common cleanup cost})$

Long-Term Contingency

Cost for generator  $n = \frac{t_n}{T} \times (\text{total contingency cost})$

Part III - Example

Note: This example is hypothetical, and is not intended to represent any single company. Unit cost disposal figures are for demonstration purposes only. The example assumes that all non-Steering Committee PRPs agree to participate as Consent Parties.

A. Facts

1. Sunbelt Utilities Company (SU) sent PCB material in 1983 and 1984, in the following categories:

Debris	48,000 pounds
Capacitors	129,000 pounds
Transformers	117,000 pounds
PCB Oil	37,000 pounds

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Total Weight	331,000 pounds
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2. Total weights of materials sent to Rose by all categories by all generators were:

Debris	3,990,000 pounds
Capacitors	12,642,000 pounds
Transformers	3,119,000 pounds
PCB Oil	4,817,000 pounds

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Total Weight	24,568,000 pounds
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3. Weights of identifiable materials remaining at Rose for all generators were:

Debris	1,104,000 pounds
Capacitors	4,687,000 pounds
Transformers	916,000 pounds
PCB Oil	102,000 pounds

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Total Weight	6,809,000 pounds
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4. Weights of non-identifiable materials remaining at Rose for all generators were:

Debris	517,000 pounds
Capacitors	2,612,000 pounds
Transformers	233,000 pounds
PCB Oil	914,000 pounds

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Total Weight	4,276,000 pounds
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5. Common Costs for the Rose site were:

Administration:	\$2,125,000
Cleanup:	\$1,820,000
Long-Term Contingency:	None at this time

6. The following weights of materials were found remaining at the site, and were identifiable as being sent to Rose by Sunbelt:

Debris	42,500 pounds
Capacitors	82,000 pounds
Transformers	117,000 pounds
PCB Oil	None
<hr/>	
Total Weight	241,500 pounds

7. Cost Allocation to SU would be as follows:

a) Disposal of Identifiable Materials

Debris:	42,500 lbs x \$0.27 per lb = \$ 11,475
Capacitors:	82,000 lbs x \$0.57 per lb = \$ 45,920
Transformers:	117,000 lbs x \$1.20 per lb = <u>\$140,400</u>
	TOTAL = \$197,795

b) Disposal of Unidentifiable Materials

Debris:	$\frac{5,500 \text{ lbs} \times 517,000 \text{ lbs}^* \times \$0.27 \text{ per lb}}{2,886,000 \text{ lbs}}$ = \$266
Other:	$\frac{84,000 \text{ lbs} \times 3,759,000 \text{ lbs}^* \times \$0.69 \text{ per lb}}{14,873,000 \text{ lbs}}$ = \$14,650

\*Total weights of non-identifiable or non-intact materials to be disposed of.

c) Common Costs

1) Administration:

$$\frac{331,000 \text{ lbs} \times \$2,125,000}{24,568,000 \text{ lbs}} = \$28,630$$

2) Clean-up:

$$\frac{89,500 \text{ lbs} \times \$1,820,000}{17,759,000} = \$9,170$$

3) Long-Term Contingency: None

4) TOTAL COMMON COSTS: \$37,800

d) **Total Costs for Sunbelt Utilities:**

<b>Disposal of Identified Materials:</b>	<b>\$197,795</b>
<b>Disposal of Non-Identified Materials:</b>	<b>14,916</b>
<b>Common Costs:</b>	<b><u>37,800</u></b>
	<b>\$250,511</b>

**Part IV - Dispute Resolution**

Waste-in record discrepancies addressed to CSI by a PRP shall be reviewed by the Records Review and Reconciliation Task Group of the Technical Subcommittee. The Task Group recommendations on resolution of the dispute shall be reviewed by the Technical Subcommittee and may be overturned by a two-thirds majority of the Technical Subcommittee in attendance. The Steering Committee shall hear and decide appeals from decisions of the Technical Subcommittee. The Steering Committee may, by a two-thirds vote of members in attendance, reverse or modify the decisions of the Technical Subcommittee, or may remand to the Technical Subcommittee for further consideration.

SUPPORT DOCUMENT  
TO ACCOMPANY THE ROSE CHEMICALS BUYOUT/CONSENT PARTY OFFER

This Support Document provides information regarding development of the buyout party offer and the consent party offer being made to certain parties at the Rose Chemicals Site in Holden, Missouri. It is provided in order to aid your understanding of the Rose Chemicals buyout/consent party offer.

Projected Cleanup Cost

The Rose Chemicals Steering Committee ("RCSC") currently estimates that the total cost of cleanup at the Rose Site will be \$35.4 million. This cost estimate has been developed after careful consideration of conditions at the Rose Site, of work undertaken at the Rose Site and of work to be undertaken at the Rose Site. Table 1 presents the basis for this \$35.4 million cleanup cost figure.

Work at the Rose Site is proceeding in three stages, as described in Appendix A to this document. The cost of Phase 1 activities, which are now complete, is \$3.6 million. Phase 2 activities, which have been the subject of an agreement with the Environmental Protection Agency, Region VII ("EPA"), and Phase 3 activities (see Table I) are projected to cost \$31.8 million. However, the scientific basis for the choice of the long-term cleanup remedy that EPA will approve at the Rose Site as Phase 3 is a remedial investigation/feasibility study ("RI/FS") which will be conducted as part of Phase 2. The RI/FS refers to "what is at the site" (RI) and "what work can be done to improve site conditions" (FS).

Because the RI/FS has not yet begun, the RCSC necessarily made certain prudent assumptions regarding the scope of cleanup likely to be required under

Phase 3. These assumptions are based on the various studies and analyses performed at the Rose Site and are further described in Appendix B to this document. The assumptions are as follows:

(1) In the Main and South Warehouses

- Disposal and decontamination technologies for the buildings and associated structures are permissible under applicable laws. The current assumption is that disposal technology will be emphasized by EPA.

(2) In the area outside the buildings

- Remove and dispose of miscellaneous PCB-contaminated material
- Excavate, remove and dispose of soil and drums
- Install groundwater monitoring wells
- Perform final cleanup, sampling and analysis
- Remove soil and, if necessary, pump and treat groundwater.

(3) Regulatory considerations

- Assumes that the cleanup parameters are influenced by the technical standards contained in EPA's PCB disposal regulations (40 C.F.R. Part 761).

Calculation of Payment Amounts

To calculate the total cleanup cost on a per pound basis, the RCSC divided this \$35.4 million projected cleanup cost by the approximately 23 million pounds of total waste sent to the Rose Site. This results in a projected per pound cleanup

cost of \$1.53. Parties who decide to become consent parties must pay \$1.53 per pound of waste sent by them to Rose as their initial payment towards the Rose Site cleanup. Parties who decide to buy out must pay \$2.60 per pound of waste sent by them to Rose.

The buyout price is higher than the consent party price and compensates participating RCSC members for assuming the buyout parties' responsibility for cleaning up the Rose Site. While some parties may see the \$1.07 extra cost as a "premium," this perception is wrong to the extent that it fails to recognize the multiple services rendered to buyout parties. One of the risks borne by participating RCSC members is that the Rose Site cleanup costs may exceed the \$1.53 per pound amount projected by the RCSC. This could occur, for example, if:

- (1) EPA requires more stringent levels of cleanup at the Rose Site than that assumed by the RCSC. This might happen if, for example,
  - Analyses performed under the RI/FS differ from RCSC tests showing low levels of contamination,
  - EPA cleanup standards become more burdensome,
- (2) The cost of performing work at the Rose Site exceeds RCSC projections,
- (3) Further cleanup work is required by EPA (under a Superfund provision requiring a periodic review of implemented remedies), notwithstanding that the Rose Site is cleaned up according to standards or technologies approved by EPA in Phase 3.

The buyout price also compensates participating RCSC members for their willingness to assume certain other responsibilities otherwise borne by buyout parties, all as set forth in the Rose Chemicals Buyout Agreement and described in the transmittal letter to you from Jene Robinson. In short, the buyout price reflects the substantial

service and liability protection offered by the participating Steering Committee members.

Finally, for your information, Table 2 shows the amounts of money assessed, paid and outstanding for initial working funds (\$200 for small quantity generators plus \$0.10/lb for those who sent 10,000 pounds or more of waste to the Site) and the total amount assessed, paid and outstanding. The number of parties contributing in relation to the number of parties assessed is also shown. Over 80% of the PRPs have paid their assessments at this point.

Work Performed or to be Performed

Phase 1. Work under this phase has been performed on behalf of the RCSC pursuant to an Administrative Order on Consent (Docket No. 86-F-0019), effective November 12, 1986, between the RCSC and EPA, Region VII ("EPA"). This work, which is now complete, consisted largely of:

- ° preliminary site assessment work;
- ° implementation of containment/stabilization measures;
- ° establishment of site security;
- ° inventory of PCB materials and PCB-contaminated materials remaining on site; and
- ° removal of PCB-contaminated liquids on an interim basis.

Phase 2. Work under this phase is being performed on behalf of the RCSC under a second Administrative Order on Consent (Docket No. 87-F-0007), effective October 29, 1987 between the RCSC and EPA. Work consists largely of:

- ° removal and disposal of generator-sent PCBs and PCB-contaminated materials stored at the Rose Site;
- ° disposal of tanks used to store liquids; and
- ° development and performance of the RI/FS Work Plan.

Phase 2 removals should be complete within 9 months after contractor mobilization, with disposal complete within an additional two months. As the result of competitive bids, Rollins Environmental Services, Inc. was selected as the contractor for Phase 2. The EPA approved Rollins as the Phase 2 contractor on November 19, 1987 and approved the RI/FS work plans on February 2, 1988. Incineration will be performed at the Rollins incinerator in Deer Park, Texas. The Chemical Waste Management

landfill at Emelle, Alabama, a licensed RCRA/TSCA facility, will be used for landfilling of soil, transformer carcasses, empty drums and tanks. Contractor mobilization began on February 11, 1988 and actual waste removal work is expected to commence during the first week in March.

The RI/FS Work Plans were submitted to EPA on January 26, 1988. The completion date for the RI/FS is unknown at this time since it is contingent upon approval of the RI/FS Work Plans and varies with the time necessary to complete additional Site assessment work; however, the RI/FS is projected to take 15 months with completion in the latter half of 1989.

Phase 3. The Steering Committee and EPA both depend on the RI/FS to eliminate current data gaps which necessarily limit the ability of both parties to choose effective site remedies. Because the RI/FS is not yet complete, negotiations leading to a Consent Decree (Phase 3) are obviously premature. Future Phase 3 cleanup activities may include decontamination or destruction and disposal of buildings and remediation of contaminated soil or water as identified in the RI/FS. The RCSC expects to enter into negotiations with EPA regarding the need for future work as RI/FS information is available.

Conditions at the Rose Site

In order to evaluate Rose Site environmental conditions the RCSC initiated testing of a wide variety of site associated environmental media. The RCSC tests, discussed below, were designed as a scoping tool to identify possible areas of contamination. To amplify relevant site information, the RCSC is also financing the comprehensive RI/FS. Until the RI/FS is completed, no conclusions on the totality of site conditions is warranted and the following data is presented solely to inform you of the data currently known to the RCSC.

(1) Air sampling and analysis

Air sampling was performed at the Rose Site boundary during the initial site assessment in September 1986, and again in March 1987. In the September sampling, three of the eight samples had PCB concentrations above the limit of detection (i.e., above 0.0004 ug/l). (Note that the scientific notation "ug/l" equals parts per billion ["ppb"]). These sample levels were at 0.131 ug/l, 0.017 ug/l, and 0.002 ug/l. In the March sampling, all of the air samples, including samples at these same three locations, were below the sampling equipment's PCB detection limit.

Sampling of air in the Main Building was performed during inventory work in January 1987. None of the samples showed concentrations that exceeded the Occupational Safety and Health Act's ("OSH Act") permissible exposure limit ("PEL") of 1.0 ug/l for Aroclor 1242 and 0.5 ug/l for Aroclor 1254. The highest reading was 15% of the OSH Act's PEL for PCBs.

(2) Surface water sampling and analysis; runoff gradient determination

Water samples were taken at the Rose Site at the northwest tank bermed area, the spill containment area, the storm water retention pond, the outside ponds and from the pits in the Main Building. In the outside ponds, the highest concentration of PCBs was 32 ug/l from the spill containment pond next to the loading dock. Other onsite ponds also showed the presence of PCBs, viz. 1.7 ug/l for the storm water retention pond. A PCB concentration of 12,900 ug/l was found in the water sample from the large pit in the Process Area of the Main Building.

The Missouri Department of Natural Resources issued a report dated November 22, 1985 containing data on water and sediment samples taken from the nearby East Pin Oak Creek and its tributaries. In March 1986, the Missouri Department of Conservation reported that elevated levels of PCBs were found in fish and frog samples from this creek and its tributaries downstream of the Site.

Surface water onsite flows primarily south to southwest. Water from the Main Building roof drains and from a major portion of the Site is directed to the storm water retention pond at the southwest corner of the property. In order to prevent both surface runoff and any spills of liquids moving off the surface of the Rose Site, the RCSC constructed ditches and berms to channel flow to the storm water retention pond. This is the only pond which tends to

overflow during heavy rains and any PCBs in the liquids would tend to settle to the sides or bottom of the retention pond. PCBs were found in soil at the outlet of a storm sewer at the small unnamed creek connected to East Pin Oak Creek.

(3) Groundwater sampling and analysis

Three 50 foot wells and three shallower (13-20 feet) wells have been installed at the Rose Site. Samples from all six wells were analyzed for PCBs and volatile organic compounds ("VOCs"). Detectable concentrations of PCBs were observed only in a 13 foot monitoring well near the South Warehouse, which showed 0.68 ug/l of PCBs, 740 ug/l of Trichloroethene, and 87 ug/l of 1,2-Dichloroethene. Samples in the area of this well indicated the presence of VOCs in the soil.

(4) Soil sampling and analysis

To implement a multi-tiered testing protocol, the Rose Site was divided into a sampling grid consisting of 50x50-ft squares within which 25 samples were taken. If the PCB level in a quadrant was found to be more than 5 ppm, a tighter 5x5-ft sampling was done. The tighter sampling was done in a fifth of the quadrants. Duplicate samples were also taken for quality assurance at a frequency of 1 in 20. Grab samples were taken of the surface soil and then composited to give a single sample for each grid. A total of 425 samples were analyzed.

Most of the grid composite samples from the open areas of the Site

were below the PCB detection limit of 0.2 ppm. Grid samples from areas to the west and southwest of the Main Warehouse showed PCB levels from 5 to 900 ppm. A 14,170 ppm reading was found in one quadrant sample at the southeast corner of the South Warehouse and levels of 10-200 ppm were found south and west of that building. Soil around the banks of the storm water retention ponds and the spill containment pond generally showed levels from 1 to 5 ppm, with one exception of 25 ppm in the sediments at the spill containment pond. Sediment from the bottom of the spill containment pond was 1132 ppm. Samples were also taken from an unnamed creek just off the Site proper. Less than 2 ppm PCBs were found in the surface sediment where a spill occurred earlier. Less than 1 ppm PCBs were found in sediments downstream of that point.

(5) Subsurface sampling and analysis

(a) Geophysical survey

An electromagnetic conductivity (EM) survey was carried out on 10-meter spacing. Conductivity readings were taken at each grid intersection. Anomalous areas were identified by comparison with surrounding readings and a magnetometer survey was then run across the anomalies. Test boreholes were also drilled and a ground-penetrating radar survey was conducted in the area where a buried drum was discovered.

Anomalies were all explained as natural phenomena such as the presence of ponds and ditches, or as known man-made features such as fences, power lines, sewer lines, and utility

conduits. One buried drum was physically detected and two more were identified by the ground-penetrating radar.

(b) Geological assessment of the site

Three geologic test holes were drilled to a depth of about 50 ft. The wells were logged to give an overall picture of the Rose Site's near-surface geology. Results of the testing indicate the geology is fairly uniform with a 12-to-15 ft. overburden of silty clay having very low permeability of  $10^{-8}$  cm/sec on top of shale bedrock.

(c) Shallow soil borings - outdoors

Shallow soil boreholes were drilled and samples were taken at 25 locations across the Rose Site. The locations were chosen based on the presence of detectable levels of PCBs at the surface or based on their proximity to areas at which spills may have occurred. A 5-ft. continuous tube soil sample was collected at each shallow boring. The sample was then broken into 20-inch intervals for analysis. Analysis was for PCBs and VOCs.

Tetrachloroethene was the only VOC found in the shallow soil samples, and it was found only once (behind the Main Warehouse). PCBs were found in 4 samples and always in the upper 20" part of the sample.

(d) Shallow soil borings inside buildings

Two programs were conducted. In each, the concrete floor was broken through and then a 2-foot sample was taken. In

the first series of 7 samples, samples were taken where visible traces of spills and/or cracks in the floor were seen and sample depth was limited to the upper 2 feet. In the second series of 11 samples, the locations of which were randomly chosen, sample depth was as great as 12.5 feet. Seven samples were analyzed for the first series and 68 for the second. The HNu meter detected VOCs every time the floor was penetrated, except near the main entrance to the American Steel Building. In the Main Warehouse PCBs were found in 10 of the 16 samples and VOCs were found in 3 of the 16 samples. Much of the Main Warehouse floor is currently covered by drums, crates, and transformers; accordingly, the samples may not reliably reflect the quantum of contaminants remaining after removal work is complete. In the South Warehouse, PCBs were found in two samples, but no VOCs were found in either sample.

In most cases the PCBs were in the upper 20 inches of soil, although in a number of cases VOCs were found at levels down to 8-9 feet. In most cases, PCBs were not detected unless there was a clear pathway (i.e., crack) in the floor. Additionally, some unknown quantity of VOC gas is present under the floor.

(6) Buildings sampling and analysis

The Main Building is best described as a cluster of four buildings, each independently supported but, for the most part, without walls

where the buildings abut to each other. The Main Building is identified by the following references: Building 100 or the Machine Shop; Building 200 or the Warehouse; Building 300 or the Process Area; and the American Steel Building. The RCSC has conducted no sampling of the walls, floors, ceilings and roofs of the Main Building or the South Warehouse. The Main Building sampling is scheduled to begin after the removal of PCB-contaminated material is complete.

TABLE I  
4/1/88

ROSE CHEMICALS SITE  
HOLDEN, MO

=====		
PHASES 1-2-3 COST EXPENDED AND PROJECTED FOR CLEANUP		
=====		
	M\$	M\$
PHASE 1 - SITE STABILIZATION (COMPLETED)		
-----		
ADMINISTRATIVE	1.6	
SITE STABILIZATION	1.6	
EARLY LIQUIDS REMOVAL	0.4	
	----	----
TOTAL PHASE 1		3.6
PHASE 2 - REMOVALS/DISPOSAL (PROJECTED OR IN PROGRESS)		
-----		
ADMINISTRATIVE	3.8	
REMOVALS/DISPOSAL	5.2	
RI/FS	1.4	
CONTINGENCY	1.6	
	----	----
TOTAL PHASE 2		12.0
PHASE 3 - SITE REMEDIATION (PROJECTED)		
-----		
ADMINISTRATIVE	2.7	
MAIN WAREHOUSE	8.7	
SOUTH WAREHOUSE	1.4	
SITE OUTSIDE BLDGS	3.0	
CONTINGENCY	4.0	
	----	----
TOTAL PHASE 3		19.8
=====		
TOTAL ESTIMATED PROJECT COST \$M		35.4
=====		

NOTE:

1. ADMINISTRATIVE COST INCLUDES:

- CSI COST
- PRP LEGAL COST
- GUARD SERVICE
- CSI FIELD OFFICE COST
- EPA OVERSIGHT COST

ROSE\_MP\_COST

ROSE CHEMICALS SITE - FUNDS PAID TO DATE  
AS OF 03/15/88

TABLE II

	INITIAL WORKING FUNDS			SUBSEQUENT ASSESSMENTS			TOTALS TO DATE		
	INVOICED AMOUNT	AMOUNT PAID	BALANCE DUE	INVOICED AMOUNT	AMOUNT PAID	BALANCE DUE	INVOICED AMOUNT	AMOUNT PAID	BALANCE DUE
S/T-STEERING COMMITTEE	\$5,485,641.50	\$5,485,841.50	-\$200.00	\$1,600,000.00	\$1,600,000.00	\$0.00	\$7,085,641.50	\$7,085,841.50	-\$200.00
SUBTOTAL - OTHER PRP'S	\$138,200.00	\$111,200.00	\$27,000.00	\$965,611.50	\$635,151.29	\$330,460.21	\$1,103,811.50	\$746,351.29	\$357,460.21
GRAND TOTAL	\$5,623,841.50	\$5,597,041.50	\$26,800.00	\$2,565,611.50	\$2,235,151.29	\$330,460.21	\$8,189,453.00	\$7,832,192.79	\$357,260.21
	574/716 CONTRIBUTING PARTIES			152/194 CONTRIBUTING PARTIES					

PRP\_INVOICE

Clean Sites, Inc.  
Rose Chemicals Site  
Waste-In Company Ranking Report

Date: 04/06/88

Rank	PRP ID	PRP Name	Total Weight	Pct Of Total	Accum Pctg
1	1604	NEW ENGLAND POWER SERVICE CO	2,616,754	11.2603	11.2603
2	1601	IOWA PUBLIC SERVICE CO	1,370,628	5.8980	17.1583
3	1598	COMMONWEALTH EDISON	1,358,468	5.8457	23.0040
4	1602	KANSAS POWER & LIGHT	1,297,123	5.5817	28.5857
5	1599	ILLINOIS POWER	1,073,559	4.6197	33.2054
6	1504	SOUTHWESTERN ELECTRIC POWER CO.	751,883	3.2355	36.4409
7	1363	NEBRASKA PUBLIC POWER DIST OPER CTR	686,976	2.9562	39.3970
8	1397	OMAHA PUBLIC POWER	675,853	2.9083	42.3053
9	1096	CENTRAL ILL PUBLIC SERVICE	571,399	2.4588	44.7641
10	1605	WEST TEXAS UTILITIES	549,047	2.3626	47.1268
11	1393	OKLAHOMA GAS & ELECTRIC	540,092	2.3241	49.4509
12	1603	LOUISIANA POWER/NEW ORLEANS PUBLIC SVC	538,326	2.3165	51.7674
13	1596	CENTRAL LOUISIANA ELECTRIC CO (CLECO)	459,156	1.9758	53.7432
14	1337	MISSOURI PUBLIC SERVICE	413,430	1.7791	55.5222
15	1600	INTERSTATE POWER	410,018	1.7644	57.2866
16	1597	COLO SPRINGS DEPT OF PUBL UTILITIES	359,148	1.5455	58.8321
17	1259	IOWA POWER & LIGHT CO	293,814	1.2643	60.0964
18	1728	GENERAL MOTORS	280,632	1.2076	61.3040
19	1577	WESTERN AREA POWER ADMIN	208,005	0.8951	62.1991
20	1511	ST LOUIS COUNTY - LCRA	202,055	0.8695	63.0686
21	1551	UNITED POWER ASSOC	197,486	0.8498	63.9184
22	1468	SAVANNAH ELECTRIC	196,140	0.8440	64.7624
23	1088	CAROLINA POWER & LIGHT	191,676	0.8248	65.5872
24	1253	INDUSTRIAL OIL TANK & LINE (INDUS TANK)	169,020	0.7273	66.3145
25	1160	MARYLAND, UNIV. OF	165,541	0.7123	67.0269
26	1080	CAMPBELL SOUP CO	165,186	0.7108	67.7377
27	1546	UGI CORP	159,855	0.6879	68.4256
28	1257	IOWA ELECTRIC LIGHT & POWER	146,768	0.6316	69.0571
29	1334	MINNKOTA POWER (MINN-KOTA)	143,699	0.6184	69.6755
30	1054	BRAZOS ELECTRICAL POWER	142,987	0.6153	70.2908
31	1531	TEXAS ELECTRIC COOP	141,437	0.6086	70.8994
32	1100	CENTRAL POWER & LIGHT	119,260	0.5132	71.4126
33	1116	SPRINGFIELD CITY WATER LT & POWER (CITY)	113,917	0.4902	71.9028
34	1585	WISCONSIN POWER & LIGHT	106,257	0.4572	72.3600
35	1205	GAINESVILLE REGIONAL UTILITIES	97,247	0.4185	72.7785
36	1020	ANR PIPELINE CO	96,820	0.4166	73.1951
37	1261	IOWA-ILLINOIS GAS & ELECTRIC	93,990	0.4045	73.5996
38	1607	KANSAS CITY POWER & LIGHT	93,354	0.4017	74.0013
39	1073	CABOT CORP./HAYNES INTERNATIONAL	93,100	0.4006	74.4019
40	1161	DES MOINES REGISTER	87,946	0.3784	74.7804
41	1110	CHRYSLER WARREN TRUCK PLT-CHRYSLER MOTOR	87,143	0.3750	75.1554

Clean Sites, Inc.  
Rose Chemicals Site  
Waste-In Company Ranking Report

Date: 04/06/88

Rank	PRP ID	PRP Name	Total Weight	Pct Of Total	Accum Pctg
42	1671	GSA(TSI)	80,548	0.3466	75.5020
43	1712	TRANSFORMER SERVICE (OHIO), INC (TSI)	78,171	0.3364	75.8384
44	1341	UNION ELECTRIC CO (MISSOURI)	72,001	0.3098	76.1482
45	1304	LOUP RIVER PUBLIC POWER	70,537	0.3035	76.4517
46	1092	CENTEL CORP.-WESTERN POWER	69,782	0.3003	76.7520
47	1555	US TRANSFORMER	68,940	0.2967	77.0487
48	1716	ADDISON CONSTRUCTION (BUR OF RECLAM DOI)	67,752	0.2915	77.3402
49	1536	PETROLEUM & POWER MAINT INC (TPM OHIO)	65,317	0.2811	77.6213
50	1355	NALCO CHEM	64,140	0.2760	77.8973
51	1043	BLACKSTONE VALLEY ELEC (EUA SERVICES)	62,367	0.2684	78.1657
52	1209	GARLAND (CITY OF) (TEXAS)	61,240	0.2635	78.4292
53	1167	EASTERN EDISON (EUA SERVICE CORPORATION)	61,119	0.2630	78.6922
54	1590	WORTHINGTON PUB UTILITIES (MUN.)	60,398	0.2599	78.9521
55	1085	CANTON MUN UTILITIES	55,737	0.2398	79.1919
56	1267	JESS HOWARD ELECTRIC	53,750	0.2313	79.4232
57	1695	N L INDUSTRIES(TSI)	52,546	0.2261	79.6493
58	1266	JERRY ELECTRIC (S DAKOTA)	52,276	0.2250	79.8743
59	1335	MINNESOTA LUMBER & WRECKING	51,931	0.2235	80.0978
60	1522	SUNOHIO (SUN ENVIRONMENTAL)	51,301	0.2208	80.3185
61	1293	LIBERTY MUN ELECTRIC SYSTEM	50,100	0.2156	80.5341
62	1051	BOUILLE ELECTRIC INC (BOVILLE)	46,767	0.2012	80.7354
63	1114	CITIZENS UTILITIES	45,796	0.1971	80.9324
64	1679	JAMESTOWN (CITY OF) BOARD OF PUB UT(TSI)	45,623	0.1963	81.1287
65	1562	VETERANS ADMIN. MED CTR (CAL)	45,096	0.1941	81.3228
66	1035	BBC BROWN BOBER MUNICIP POWER PLANT	45,053	0.1939	81.5167
67	1714	WILLIAM F SULLIVAN & CO INC(TSI)	45,000	0.1936	81.7103
68	1144	CRETE MILLS	44,851	0.1930	81.9033
69	1310	MINNESOTA, STATE OF (MANKATO STATE U)	44,384	0.1910	82.0943
70	1385	N W ELECTRIC POWER COOP	44,300	0.1906	82.2849
71	1180	ERIE MINING CO	43,299	0.1863	82.4713
72	1494	SOLOMON ELECTRIC CO	42,860	0.1844	82.6557
73	1489	SIOUX VALLEY EMPIRE ELECTRIC	42,350	0.1822	82.8379
74	1405	OTTER TAIL POWER CO.	41,800	0.1799	83.0178
75	1316	MASCOUTAH (CITY OF) IL	41,620	0.1791	83.1969
76	1729	JEFFERSON DAVIS ELECTRIC COOP	41,230	0.1774	83.3743
77	1297	LIPSITZ CO	40,724	0.1752	83.5496
78	1486	SIERRA FRUIT CO	40,000	0.1721	83.7217
79	1756	NEW YORK STATE OFF.OF MENTAL HEALTH(TSI)	39,342	0.1693	83.8910
80	1734	WISCONSIN PUBLIC SERVICE	39,341	0.1693	84.0603
81	1719	CHATTANOOGA ELEC POWER BD (ELECT BD OF)	38,575	0.1660	84.2263
82	1274	KAW VALLEY ELECTRIC	37,430	0.1611	84.3873

Clean Sites, Inc.  
Rose Chemicals Site  
Waste-In Company Ranking Report

Date: 04/06/88

Rank	PRP ID	PRP Name	Total Weight	Pct Of Total	Accum Pctg
83	1464	SAN ANTONIO CITY PUBLIC SERVICE	37,016	0.1593	84.5466
84	1461	SACRAMENTO MUN	36,830	0.1585	84.7051
85	1295	LINCOLN ELECTRIC SYSTEMS	36,825	0.1585	84.8636
86	1278	KIT CARSON ELECTRIC	35,043	0.1508	85.0144
87	1580	WHEATLAND ELECTRIC	34,783	0.1497	85.1640
88	1219	GREAT LAKES STEEL (NATIONAL STEEL)	33,800	0.1454	85.3095
89	1448	ROCHESTER PUBLIC UTILITIES	33,459	0.1440	85.4535
90	1537	TRANSFORMER PROTECTIVE MAINTENANCE(N.H.)	33,407	0.1438	85.5972
91	1331	MIDWEST ENERGY INC (KS)	31,566	0.1358	85.7330
92	1137	CONSUMERS POWER CO	31,200	0.1343	85.8673
93	1031	BANGOR HYDRO ELECTRIC	30,759	0.1324	85.9997
94	1309	MAINE PUBLIC SERVICE CO	30,721	0.1322	86.1319
95	1521	SUNBELT TRANSFORMERS	30,200	0.1300	86.2618
96	1432	PLUMAS-SIERRA RURAL ELECTRIC	29,737	0.1280	86.3898
97	1384	NORTHWESTERN BELL TELEPHONE CO (NW BELL)	29,190	0.1256	86.5154
98	1544	TWIN COUNTY ELECTRIC POWER ASSOC	29,150	0.1254	86.6408
99	1336	MISSOURI GRAVEL CO	27,479	0.1182	86.7591
100	1060	BROOKLYN UNION GAS (BROOKLAND)	27,403	0.1179	86.8770
101	1370	NEWKIRK ELECTRIC	27,337	0.1176	86.9946
102	1003	ALABAMA ELECTRIC COOP INC	26,944	0.1159	87.1106
103	1422	PIERRE MUN POWER & LIGHT	26,819	0.1154	87.2260
104	1238	HIGHLINE ELECTRIC ASSOC	26,720	0.1150	87.3410
105	1543	TWIN CITY ELECTRIC	26,600	0.1145	87.4554
106	1046	BLUE RIDGE ELECTRIC COOP	26,101	0.1123	87.5677
107	1034	BASIN ELECTRIC POWER COOP	24,574	0.1057	87.6735
108	1016	AMES MUN UTILITY	24,269	0.1044	87.7779
109	1452	ROCKWELL INTERNATIONAL	24,200	0.1041	87.8821
110	1129	COLBY MUN	24,085	0.1036	87.9857
111	1163	DETROIT LAKES MUN UTILITIES	23,982	0.1032	88.0889
112	1126	COASTAL STATES CRUDE GATHERING CO.	23,258	0.1001	88.1890
113	1300	LOGAN CITY MUN LIGHT	23,214	0.0999	88.2889
114	1255	INTERNATIONAL FLAVOR & FRAGRANCE	23,063	0.0992	88.3881
115	1459	RUSTON UTILITIES SYSTEM	22,939	0.0987	88.4868
116	1245	HONEYWELL INC (MINN)	22,831	0.0982	88.5851
117	1268	JONES PETROLEUM CO-JONES OIL CO.	22,500	0.0968	88.6819
118	1443	RECOVERY SPECIALISTS INC	22,216	0.0956	88.7775
119	1254	INTERCOUNTY ELECTRIC COOP	22,180	0.0954	88.8729
120	1055	BREMEN ELECTRIC	21,436	0.0922	88.9652
121	1132	COLORADO ELECTRIC COIL	21,389	0.0920	89.0572
122	1152	DECATUR UTILITIES	21,384	0.0920	89.1492
123	1721	DEPT. OF ARMY (ROCK ISL. ARSENAL)	20,880	0.0898	89.2391

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124	1438	LETOURNEA CONSTRUCTION CO(R-G LETOURNEA)	20,641	0.0888	89.3279
125	1094	CENTRAL ELECTRIC POWER COOP (PA)	20,502	0.0882	89.4161
126	1416	PEABODY CLEAN IND	20,441	0.0880	89.5041
127	1419	PHASE APPLICATIONS	20,315	0.0874	89.5915
128	1326	METALLURGICAL INC	20,200	0.0869	89.6784
129	1288	LAWSON'S MILK CO. (LANSON)	19,810	0.0852	89.7637
130	1029	AZUSA (CITY OF) (CALIFORNIA)	19,330	0.0832	89.8469
131	1104	CHAMPION INTERNATIONAL CORP	19,122	0.0823	89.9291
132	1660	CROUSE HINDS ELEC CONSTR MATERIAL(TSI)	19,050	0.0820	90.0111
133	1006	ALEXANDRIA LIGHT & POWER	18,990	0.0817	90.0928
134	1277	KEY WEST UTILITY BOARD	18,695	0.0804	90.1733
135	1709	SIMKINS INDUSTRIES(TSI)	18,634	0.0802	90.2535
136	1661	DIAMOND INTERNATIONAL (TSOI) (TSI)	18,600	0.0800	90.3335
137	1686	LYMAN DYEING AND FINISHING CO(TSI)	18,600	0.0800	90.4135
138	1752	WILLAMETTE IND INC (SUNBELT TF-WILLOMET)	18,560	0.0799	90.4934
139	1015	AMERICAN SALT	18,089	0.0778	90.5712
140	1683	LETCHWORTH VILLAGE DEVELOP CENTER(TSI)	17,900	0.0770	90.6483
141	1507	SAINT BARNABAS MED CTR (ST BARNABUS HSP)	17,700	0.0762	90.7244
142	1365	NEC INC (LYONS DIV)	17,688	0.0761	90.8006
143	1691	MASSACHUSETTS INSTITUTE OF TECH(TSI)	17,300	0.0744	90.8750
144	1542	TUPELO WATER & LT. (TUEPELO)	16,693	0.0718	90.9468
145	1720	CHERRY-BURRELL CORP. (NELSON ELECTRIC)	16,492	0.0710	91.0178
146	1526	TALLAHASSEE (CITY OF)	16,477	0.0709	91.0887
147	1749	NISHNABOTNA VALLEY REC (IAEC)	16,134	0.0694	91.1581
148	1117	CLARK ELECTRIC COOP INC	15,804	0.0680	91.2261
149	1678	JAMES RIVER CORP(TSI)	15,800	0.0680	91.2941
150	1273	KANSAS (UNIVERSITY OF)	15,750	0.0678	91.3619
151	1730	LENOIR CITY UTIL.S BD (POWER ENG & TEST)	15,713	0.0676	91.4295
152	1700	PELLON CORP(TSI)	15,300	0.0658	91.4954
153	1097	CENTRAL IOWA POWER COOP (CIPCO) (IAEC)	15,243	0.0656	91.5609
154	1479	SHAWANO MUN UTILITIES	15,225	0.0655	91.6265
155	1040	BENSON (CITY OF) MN	15,134	0.0651	91.6916
156	1195	FORT COLLINS POWER & LIGHT	15,124	0.0651	91.7567
157	1207	GARDEN CITY MUN	15,013	0.0646	91.8213
158	1250	IDAHO FALLS (CITY OF)	14,893	0.0641	91.8854
159	1249	L. WILSON POWER CORP (HUNT. DEV.)	14,863	0.0640	91.9493
160	1066	BURBANK (CITY OF)	14,718	0.0633	92.0127
161	1589	WORTHINGTON DRESSER CO	14,673	0.0631	92.0758
162	1294	LIGHTHOUSE ELECTRIC COOP	14,514	0.0625	92.1382
163	1061	BROWN ATCHISON COOP	14,510	0.0624	92.2007
164	1352	MURRAY TURBOMACHINERY	14,475	0.0623	92.2630

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165	1650	AMERICAN HOECHST CORPORATION(TSI)	14,430	0.0621	92.3251
166	1666	FEDERATED FRY METALS(TSI)	14,200	0.0611	92.3862
167	1318	MASTER MAINTENANCE	13,800	0.0594	92.4456
168	1550	UNITED ELECTRIC COOP	13,736	0.0591	92.5047
169	1371	NINNESCAH RURAL ELECTRIC (NINNESEH ELEC)	13,670	0.0588	92.5635
170	1151	DEAN FOODS COMPANY	13,648	0.0587	92.6222
171	1242	HOLLAND BOARD OF PUBLIC WORKS	13,613	0.0586	92.6808
172	1030	B-K ELECTRIC COOP	13,590	0.0585	92.7393
173	1325	METAL MATIC (MINN MN)	13,085	0.0563	92.7956
174	1510	ST JOSEPH LIGHT & POWER	13,072	0.0563	92.8518
175	1576	WESTERN COOP ELECTRIC	12,938	0.0557	92.9075
176	1276	KENNEDY IND	12,890	0.0555	92.9630
177	1306	LOWER YELLOWSTONE ELECTRIC ASSOC	12,826	0.0552	93.0182
178	1588	WOODBURY COUNTY REC	12,780	0.0550	93.0732
179	1145	CRETE MUN UTILITIES	12,751	0.0549	93.1280
180	1169	EASTON UTILITIES COMMISSION	12,735	0.0548	93.1828
181	1595	YW ELECTRIC ASSOC INC	12,705	0.0547	93.2375
182	1101	CENTRAL STONE COMPANY	12,500	0.0538	93.2913
183	1400	ORANGE & ROCKLAND UTILITIES	12,460	0.0536	93.3449
184	1172	EDISON SAULT ST MARIE	12,447	0.0536	93.3985
185	1305	LOVELAND (CITY OF)	12,132	0.0522	93.4507
186	1192	FLORIDA KEYS ELECTRIC COOP	12,120	0.0522	93.5028
187	1409	PACKAGING CORP OF AMERICA	12,040	0.0518	93.5546
188	1656	COMMONWEALTH ELEC CO(TSI)	12,000	0.0516	93.6063
189	1750	SOUTH CRAWFORD REC (IAEC)	11,789	0.0507	93.6570
190	1234	HELPER INC	11,703	0.0504	93.7074
191	1124	CMS ELECTRIC	11,700	0.0503	93.7577
192	1106	GUYON GENERAL PIPING INC(CHARLES GUYSON)	11,679	0.0503	93.8080
193	1444	REYNOLDS METALS (REYNOLDS ALUMINUM)	11,500	0.0495	93.8575
194	1515	STERLING ELECTRIC	11,418	0.0491	93.9066
195	1500	SOUTHERN MARYLAND ELECTRIC COOP INC	11,141	0.0479	93.9545
196	1199	FOX ISLANDS ELECTRIC COOP	11,054	0.0476	94.0021
197	1135	CONCORDIA ELECTRIC COOP	11,014	0.0474	94.0495
198	1147	DALLAS (CITY OF)	10,860	0.0467	94.0962
199	1427	PITTSBURGH-DES MOINES	10,850	0.0467	94.1429
200	1495	SOUTH CAROLINA (UNIVERSITY OF)	10,760	0.0463	94.1892
201	1465	SAN BERNARD ELECTRIC	10,656	0.0459	94.2351
202	1708	SALMON RIVER SCHOOL(TSI)	10,650	0.0458	94.2809
203	1214	GLADES ELECTRIC COOP	10,540	0.0454	94.3263
204	1451	ROCKPORT BOARD OF PUBLIC UTILITIES	10,422	0.0448	94.3711
205	1609	S.E. IOWA COOP ELECT ASSN (IAEC)	10,293	0.0443	94.4154

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206	1424	PIONEER ELECTRIC COOP	10,126	0.0436	94.4590
207	1654	NEW ENGLAND GROCERS (TSI)	10,040	0.0432	94.5022
208	1753	TECUMSEH UTILITY AUTHORITY	9,945	0.0428	94.5450
209	1349	MORRISVILLE (VILLAGE OF)	9,932	0.0427	94.5877
210	1314	MARSHALL COUNTY REC (IAEC)	9,880	0.0425	94.6302
211	1532	THUMB ELECTRIC	9,745	0.0419	94.6722
212	1218	GRAND ISLAND ELECTRIC DEPT	9,709	0.0418	94.7139
213	1246	HOOSIER ENERGY	9,520	0.0410	94.7549
214	1518	SUBSTATION TESTING SERVICE INC	9,364	0.0403	94.7952
215	1655	BROOME CITY DEPT OF PUB WORK(TSI)	9,300	0.0400	94.8352
216	1089	CASS COUNTY ELECTRIC COOP	9,235	0.0397	94.8750
217	1196	FORT PIERCE UTILITY AUTH(FT PEARCE CITY)	9,100	0.0392	94.9141
218	1210	GARWOOD PAPERBOARD MILL CO	9,075	0.0391	94.9532
219	1740	PLYMOUTH ELECTRIC COOP (IAEC)	8,708	0.0375	94.9906
220	1275	L E MYERS CO (KEITH ELECTRIC)	8,625	0.0371	95.0278
221	1687	MAINE PUBLIC SERVICE(TSI)	8,600	0.0370	95.0648
222	1200	FRANKFORT CITY POWER & LIGHT (IND)	8,587	0.0370	95.1017
223	1707	ST JOSEPH HOSPITAL(TSI)	8,540	0.0367	95.1385
224	1063	BRYAN (CITY OF) (TEXAS)	8,475	0.0365	95.1749
225	1467	SANBORN MUN (IOWA)	8,441	0.0363	95.2113
226	1698	PUBLIC SERVICE OF N H(TSI)	8,400	0.0361	95.2474
227	1477	SEQUIN ELECTRIC	8,390	0.0361	95.2835
228	1539	TRI COUNTY ELECTRIC COOP	8,356	0.0360	95.3195
229	1567	WATERTOWN MUN	8,312	0.0358	95.3552
230	1481	SHENANDOAH VALLEY ELECTRIC COOP	8,273	0.0356	95.3908
231	1704	REPUBLIC STEEL/LTV (TSOI) (TSI)	8,158	0.0351	95.4259
232	1243	HOLYOKE GAS & ELECTRIC DEPT	8,148	0.0351	95.4610
233	1517	STEWART & STEVENSON	8,080	0.0348	95.4958
234	1411	PANOLA-HARRISON ELECTRIC COOP	7,982	0.0343	95.5301
235	1403	ORRVILLE (CITY OF) (OHIO)	7,980	0.0343	95.5644
236	1484	SIDNEY ELECTRIC UTILITY	7,862	0.0338	95.5983
237	1330	MID MO ELECTRIC CO	7,802	0.0336	95.6319
238	1658	CORNING GLASS WORKS(TSI)	7,800	0.0336	95.6654
239	1362	NAVOPACHE ELECTRIC COOP, INC.	7,752	0.0334	95.6988
240	1503	SOUTHWESTERN ELECTRIC COOP	7,708	0.0332	95.7319
241	1572	WEBSTER CITY MUN. LT. & POWER (CITY OF)	7,670	0.0330	95.7650
242	1333	MINN-DAK FARMERS COOP	7,455	0.0321	95.7970
243	1663	EASTERN MAINE ELEC CORP INC(TSI)	7,400	0.0318	95.8289
244	1608	O K ELECTRIC	7,380	0.0318	95.8606
245	1133	COMMUNITY ELECTRIC COOP	7,375	0.0317	95.8924
246	1185	FARMINGTON ELECTRIC UTILITIES	7,353	0.0316	95.9240

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247	1458	RUNESTONE ELECTRIC COOP	7,315	0.0315	95.9555
248	1247	HOULTON WATER CO (MAINE)	7,307	0.0314	95.9869
249	1383	NORTON DECATOR	7,226	0.0311	96.0180
250	1535	TRANSCYCLE IND INC	7,135	0.0307	96.0487
251	1670	GCA CORP(TSI)	7,050	0.0303	96.0791
252	1146	DAKOTA ELECTRIC ASSOC	7,026	0.0302	96.1093
253	1396	U S ARMY FT RANDALL DAM (OMAHA DIST COE)	6,923	0.0298	96.1391
254	1488	SIOUX ELECTRIC COOP ASSOC	6,892	0.0297	96.1687
255	1131	COLLEGE STATION UTILITIES	6,875	0.0296	96.1983
256	1232	HART HYDROELECTRIC DEPT (CITY OF)	6,843	0.0294	96.2278
257	1048	BOESE HILBURN ELECTRIC SERV CO	6,736	0.0290	96.2568
258	1445	RICHMOND POWER & LIGHT	6,683	0.0288	96.2855
259	1203	FORT PIERCE GROWERS ASSOC(INDIAN HARBOR)	6,650	0.0286	96.3141
260	1156	DELTA ELECTRIC POWER	6,616	0.0285	96.3426
261	1140	COOK COUNTY ELECTRIC COOP ASSOC	6,604	0.0284	96.3710
262	1344	MOORHEAD PUBLIC SERVICE DEPT (MOOREHEAD)	6,597	0.0284	96.3994
263	1513	ST. MARY'S LODGE-ST. MARY'S RB, INC.	6,500	0.0280	96.4274
264	1157	DELTA MONTROSE ELECTRIC	6,459	0.0278	96.4552
265	1382	NORTHERN VIRGINIA ELECTRIC COOP	6,310	0.0272	96.4823
266	1404	ORTONVILLE WATER & LIGHT DEPT (MO BASIN)	6,293	0.0271	96.5094
267	1102	CENTRAL VALLEY ELECTRIC COOP	6,225	0.0268	96.5362
268	1407	OWENSBORO MUN	6,155	0.0265	96.5627
269	1482	SHILOH BOARD OF PUBLIC AFFAIRS	6,124	0.0264	96.5890
270	1002	FARGO PUBLIC SCHOOLS (AGASIG JH)	6,118	0.0263	96.6154
271	1499	SOUTHERN CALIFORNIA WATER CO	6,088	0.0262	96.6416
272	1220	GREAT PLAINS ELECTRIC CORP	6,039	0.0260	96.6675
273	1118	CLARKSDALE MISSISSIPPI	5,988	0.0258	96.6933
274	1369	NEW SMYRNA BEACH UTILITIES COMM	5,980	0.0257	96.7190
275	1674	GUNLOCKE COMPANY,THE(TSI)	5,880	0.0253	96.7443
276	1187	FERGUS ELECTRIC	5,855	0.0252	96.7695
277	1701	PEN YAN SCHOOL DIST(TSI)	5,800	0.0250	96.7945
278	1406	OWATONNA PUBLIC UTILITIES	5,788	0.0249	96.8194
279	1436	PRIMGHAR (CITY OF)	5,763	0.0248	96.8442
280	1680	KATAHDIN TRUST CO(TSI)	5,700	0.0245	96.8687
281	1354	N REN CORP	5,610	0.0241	96.8929
282	1109	CHICOPEE ELECTRIC LIGHT DEPT	5,588	0.0240	96.9169
283	1302	LOMPOC (CITY OF) (CALIFORNIA)	5,560	0.0239	96.9408
284	1414	PASADENA (CITY OF)	5,560	0.0239	96.9648
285	1520	SUMTER CO ELECTRIC COOP	5,559	0.0239	96.9887
286	1093	CENTRAL ELECTRIC POWER ASSOC (MISS)	5,469	0.0235	97.0122
287	1423	PILLSBURY CO	5,357	0.0231	97.0353

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288	1713	US ARMY FORT DRUM (TSI)	5,300	0.0228	97.0581
289	1748	ADAMS COUNTY COOP ELECTRIC (IAEC)	5,264	0.0227	97.0807
290	1361	NAVARRO COUNTY ELECTRIC COOP INC	5,224	0.0225	97.1032
291	1216	GONZALEZ (CITY OF) TEXAS	5,213	0.0224	97.1256
292	1394	OKOLONA ELECTRIC DEPT	5,138	0.0221	97.1478
293	1123	CMI CAST PARTS INC	5,135	0.0221	97.1699
294	1497	SOUTH DAKOTA SCHOOL OF MINES & TECH	5,115	0.0220	97.1919
295	1139	CONWED (CONWEB)	5,027	0.0216	97.2135
296	1222	GRINNELL-NEWBERG COMMUNITY SCHOOL (IOWA)	4,980	0.0214	97.2349
297	1052	BOYLSTON MUN LIGHT DEPT. (BOYLETON)	4,974	0.0214	97.2563
298	1260	IOWA STATE FAIRGROUNDS	4,974	0.0214	97.2777
299	1226	GUTHRIE COUNTY REC (IAEC)	4,955	0.0213	97.2991
300	1553	US ARMY FORT PECK POWER PLANT	4,943	0.0213	97.3203
301	1050	BOSSIER RURAL ELECTRIC	4,935	0.0212	97.3416
302	1164	DICKENS ELECTRIC COOP	4,887	0.0210	97.3626
303	1286	LAMBERT ELECTRIC	4,860	0.0209	97.3835
304	1523	SUPERIOR UTILITIES (LIGHT DEPT.)	4,860	0.0209	97.4044
305	1111	CHURCHVILLE (VILLAGE OF)	4,843	0.0208	97.4253
306	1179	ENVIRONMENTAL INTERNATIONAL/CWM	4,806	0.0207	97.4459
307	1075	CALHOUN (CITY OF)	4,800	0.0207	97.4666
308	1311	MANSFIELD ELECTRIC CO	4,740	0.0204	97.4870
309	1279	KOOTENAI ELECTRIC COOP	4,715	0.0203	97.5073
310	1570	WAVERLY MUN ELECTRIC	4,710	0.0203	97.5276
311	1673	GUILDERLAND HIGH SCHOOL(TSI)	4,700	0.0202	97.5478
312	1692	MCNEIL AND ASSOCIATES(TSI)	4,700	0.0202	97.5680
313	1202	FREMONT DEPT OF UTILITIES	4,693	0.0202	97.5882
314	1401	ORANGE CITY MUN	4,620	0.0199	97.6081
315	1347	MOR-GRAN-SOU ELECTRIC COOP INC	4,610	0.0198	97.6279
316	1470	SCM CORP	4,505	0.0194	97.6473
317	1026	AUBURN BOARD OF PUBLIC WORKS	4,500	0.0194	97.6667
318	1328	MIAMI-CASS COUNTY REMC IN	4,500	0.0194	97.6860
319	1237	HIGHLAND ELECTRIC LIGHT DEPT	4,485	0.0193	97.7053
320	1285	LAMB COUNTY ELECTRIC CO	4,464	0.0192	97.7245
321	1387	N W MISSOURI STATE (UNIVERSITY OF)	4,446	0.0191	97.7437
322	1001	A P GREEN REFRACTORIES CO (A P GRACE)	4,375	0.0188	97.7625
323	1374	NOBLE COUNTY REMC IN	4,350	0.0187	97.7812
324	1426	PIONEER RURAL ELECTRIC COOP	4,305	0.0185	97.7997
325	1287	LANE SCOTT	4,296	0.0185	97.8182
326	1049	BONNERS FERRY	4,290	0.0185	97.8367
327	1559	VERO BEACH (CITY OF) (FLORIDA)	4,264	0.0183	97.8550
328	1064	BUCHANAN COUNTY REC (IAEC)	4,251	0.0183	97.8733

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329	1191	FLETCHER-REINHARDT CO	4,207	0.0181	97.8914
330	1289	LAPORTE CITY UTILITIES	4,200	0.0181	97.9095
331	1682	LEHIGH UNIVERSITY(TSI)	4,200	0.0181	97.9276
332	1235	HENDRICKS CO REMC	4,108	0.0177	97.9453
333	1574	WEST CENTRAL ELECTRIC	4,102	0.0177	97.9629
334	1186	FEDERAL MOGUL CORP	4,075	0.0175	97.9804
335	1211	GASCOSAGE	4,020	0.0173	97.9977
336	1176	EMERSON ELECTRIC CO	4,000	0.0172	98.0150
337	1690	MARY HITCHCOCK MEM HOSPITAL(TSI)	4,000	0.0172	98.0322
338	1041	BENSON ELECTRIC (ST LOUIS)	3,996	0.0172	98.0494
339	1524	SUTTON ENGINEERING	3,990	0.0172	98.0665
340	1236	HENRY CO REMC (IND)	3,980	0.0171	98.0837
341	1743	CHEROKEE COUNTY ELECTRIC COOP (IAEC)	3,960	0.0170	98.1007
342	1150	DAWSON PUBLIC POWER	3,950	0.0170	98.1177
343	1204	FULTON CO REMC	3,934	0.0169	98.1346
344	1228	HANCOCK CITY REMC (IND)	3,920	0.0169	98.1515
345	1023	ASSOCIATED ELECTRIC COOP	3,912	0.0168	98.1683
346	1345	MINNESOTA, STATE OF (MOORHEAD STATE U)	3,880	0.0167	98.1850
347	1201	FRED HAHN AUTO BODY (SPIRIT LAKE)	3,872	0.0167	98.2017
348	1027	AUSTIN STATE SCHOOL	3,850	0.0166	98.2183
349	1184	FARMERS RURAL ELECTRIC COOP (KENTUCKY)	3,840	0.0165	98.2348
350	1223	GRUNDY ELECTRIC COOP	3,830	0.0165	98.2513
351	1359	NATIONAL ELECTRIC	3,788	0.0163	98.2676
352	1339	MISSOURI, UNIV. (MO UNIV OF)	3,786	0.0163	98.2838
353	1492	SNYDER (VILLAGE OF)	3,782	0.0163	98.3001
354	1379	NORTHEAST LOUISIANA POWER COOP	3,747	0.0161	98.3162
355	1162	DES MOINES WATER WORKS	3,700	0.0159	98.3322
356	1083	CANEY VALLEY ELECTRIC COOP ASSOC INC	3,657	0.0157	98.3479
357	1558	VERMILLION LIGHT DEPT (CITY OF)	3,648	0.0157	98.3636
358	1032	BARC ELECTRIC COOP	3,618	0.0156	98.3792
359	1028	AUSTIN UTILITIES	3,600	0.0155	98.3947
360	1506	SPRINGFIELD CITY UTIL(MO) (SPRING FIELD)	3,600	0.0155	98.4102
361	1307	MACON ELECTRIC COOP (MISSOURI)	3,586	0.0154	98.4256
362	1478	SEWARD (CITY OF) (NEBRASKA)	3,523	0.0152	98.4407
363	1556	VALLEY ELECTRIC	3,501	0.0151	98.4558
364	1417	PELLETIER ELECTRIC CO	3,500	0.0151	98.4709
365	1530	TECUMSEH DEPT. OF UTILITIES (NEB)	3,500	0.0151	98.4859
366	1672	GATES-CHILI SCHOOL DISTRICT(TSI)	3,490	0.0150	98.5009
367	1125	CO MO ELECTRIC COOP INC	3,479	0.0150	98.5159
368	1450	ROCK RAPIDS MUN	3,381	0.0145	98.5305
369	1271	KANDIYOHI COOP ELECTRIC POWER ASSOC	3,340	0.0144	98.5448

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Rank	PRP ID	PRP Name	Total Weight	Pct Of Total	Accum Pctg
370	1469	SCHUYLER DEPT OF UTILITIES (NE)	3,324	0.0143	98.5591
371	1731	FARMERS ELECTRIC COOP INC. (MISSOURI)	3,301	0.0142	98.5734
372	1501	SOUTHERN NEBRASKA RURAL PUBLIC	3,240	0.0139	98.5873
373	1194	FORT BELKNAP ELECTRIC COOP	3,197	0.0138	98.6010
374	1197	FOUNTAIN ELECTRIC DEPT (FOUNTAIN CITY)	3,172	0.0136	98.6147
375	1498	SOUTH SIDE ELECTRIC COOP	3,166	0.0136	98.6283
376	1327	METRO MED CTR (MINN, MN)	3,160	0.0136	98.6419
377	1262	JACKSON (CITY OF)	3,154	0.0136	98.6555
378	1324	MEREDITH BURDA CORP (IOWA)	3,066	0.0132	98.6687
379	1412	PAOLI (CITY OF)	3,065	0.0132	98.6819
380	1677	J D CAHILL, INC(TSI)	3,053	0.0131	98.6950
381	1430	PLATTE CLAY ELECTRIC COOP	2,993	0.0129	98.7079
382	1428	PLAINS ELECTRIC COOP	2,974	0.0128	98.7207
383	1460	SABETHA (CITY OF)	2,949	0.0127	98.7334
384	1557	VAN BUREN LIGHT & POWER DIST	2,920	0.0126	98.7459
385	1681	LAKE PLACID MUNICIPAL ELEC DEPT(TSI)	2,900	0.0125	98.7584
386	1062	BROWNFIELD (CITY OF)	2,899	0.0125	98.7709
387	1343	MOBIL OIL CORP (MOBILE OIL)	2,892	0.0124	98.7833
388	1025	ATHENS ELECTRIC DEPT	2,860	0.0123	98.7957
389	1667	FENNER AMERICA, INC(TSI)	2,850	0.0123	98.8079
390	1496	SOUTH CENTRAL ELECTRIC ASSOC	2,791	0.0120	98.8199
391	1168	EASTERN IOWA LIGHT & POWER (IAEC)	2,786	0.0120	98.8319
392	1392	OKANOGAN COUNTY PUD	2,770	0.0119	98.8438
393	1229	HANNIBAL (CITY OF) BOARD OF PUBLIC WORKS	2,763	0.0119	98.8557
394	1074	CALDWELL (CITY OF)	2,724	0.0117	98.8674
395	1447	ROBSTOWN (CITY OF) UTILITIES	2,720	0.0117	98.8791
396	1593	WYRULEC CO	2,720	0.0117	98.8909
397	1292	LEBANON MUN LIGHT DEPT	2,645	0.0114	98.9022
398	1159	DENISON MUNICIPAL	2,615	0.0113	98.9135
399	1744	PELLA COOP ELECTRIC (IAEC)	2,597	0.0112	98.9247
400	1042	BLACK RIVER FALLS MUN ELECTRIC & WATER	2,560	0.0110	98.9357
401	1493	SOCORRO ELECTRIC COOP INC	2,460	0.0106	98.9463
402	1425	PIONEER POWER & LIGHT	2,410	0.0104	98.9566
403	1475	SEDGWICK COUNTY (SEDWICK)	2,405	0.0103	98.9670
404	1244	HOMART DEVELOPMENT (MINN)	2,400	0.0103	98.9773
405	1685	LONG ISLAND RAILROAD(TSI)	2,400	0.0103	98.9876
406	1746	LINN COUNTY REC (IAEC)	2,359	0.0102	98.9978
407	1084	CANNELTON UTILITIES	2,357	0.0101	99.0079
408	1087	CARL BOLANDER	2,349	0.0101	99.0180
409	1415	PASCOAG (RI) FIRE & DIST	2,315	0.0100	99.0280
410	1433	POCAHONTAS MUN ELECTRIC	2,315	0.0100	99.0380

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Rank	PRP ID	PRP Name	Total Weight	Pct Of Total	Accum Pctg
411	1573	WEBSTER CITY PRODUCTS/BELDING PRODUCTS	2,300	0.0099	99.0479
412	1095	CENTRAL ELECTRIC (LA)	2,280	0.0098	99.0577
413	1189	FIRST BAPTIST CHURCH (PINEVILLE LA)	2,240	0.0096	99.0673
414	1457	RSR ELECTRIC COOP	2,230	0.0096	99.0769
415	1108	CHESAPEAKE LIGHT & WATER CO	2,220	0.0096	99.0865
416	1069	BURWELL MUN UTILITIES	2,170	0.0093	99.0958
417	1381	NORTHERN NECK ELECTRIC COOP	2,162	0.0093	99.1051
418	1315	MARYSVILLE (CITY OF) (KS)	2,160	0.0093	99.1144
419	1230	HARBOR SPRINGS	2,142	0.0092	99.1236
420	1098	CENTRAL MISSOURI ELECTRIC COOP	2,117	0.0091	99.1327
421	1280	KOSCIUSKO WATER & LIGHT	2,115	0.0091	99.1418
422	1299	LOCKHART PUBLIC UTILITY	2,115	0.0091	99.1509
423	1022	ARNOLD (VILLAGE OF)	2,095	0.0090	99.1599
424	1446	ROBERTSON ELECTRIC CO	2,080	0.0090	99.1689
425	1149	DAVID CITY LIGHT & WATER	2,061	0.0089	99.1778
426	1141	COVINGTON ELECTRIC DEPT	2,054	0.0088	99.1866
427	1366	NEGAUNEE (CITY OF)	2,035	0.0088	99.1954
428	1010	ALLIANCE MUN ELECTRIC DEPT	2,012	0.0087	99.2040
429	1070	BUTLER & LAND INC	2,004	0.0086	99.2126
430	1441	RAPPAHANNOCK ELECTRIC COOP	2,002	0.0086	99.2213
431	1502	SOUTH NORWALK ELEC WKS (2ND TAXING DIST)	2,000	0.0086	99.2299
432	1578	WHARTON COUNTY ELECTRIC COOP INC	2,000	0.0086	99.2385
433	1715	WILLIAMS COLLEGE(TSI)	2,000	0.0086	99.2471
434	1212	GETTY OIL	1,999	0.0086	99.2557
435	1581	WHITE RIVER ELECTRIC	1,982	0.0085	99.2642
436	1380	NORTHERN ELECTRIC COOP	1,980	0.0085	99.2727
437	1710	S C DEPT OF MENTAL RETARDATION(TSI)	1,975	0.0085	99.2812
438	1747	BENTON COUNTY ELECTRIC COOP (IAEC)	1,971	0.0085	99.2897
439	1039	MINNESOTA, STATE OF (BEMIDJI STATE U)	1,950	0.0084	99.2981
440	1241	HOLDEN (TOWN OF) LIGHT DEPT (MASS)	1,950	0.0084	99.3065
441	1078	CAMBRIDGE LIGHT & POWER	1,943	0.0084	99.3148
442	1183	FARMERS ELECTRIC COOP INC (TEXAS)	1,930	0.0083	99.3232
443	1175	ELKHORN RURAL PUBLIC POWER DIST	1,900	0.0082	99.3313
444	1402	ORCAS POWER & LIGHT	1,875	0.0081	99.3394
445	1739	GREENE COUNTY REC (IAEC)	1,874	0.0081	99.3475
446	1269	K ELECTRIC CO	1,860	0.0080	99.3555
447	1569	WATTS REGULATOR CO	1,850	0.0080	99.3634
448	1239	HILLS MATERIALS (RAPID CITY SD)	1,840	0.0079	99.3713
449	1283	LACLEDE CHAIN MFG	1,840	0.0079	99.3793
450	1321	MCLENNAN COUNTY (TX)	1,810	0.0078	99.3871
451	1560	VERSAILLES BD OF PUBLIC AFFAIRS (OHIO)	1,793	0.0077	99.3948

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452	1077	CALLAWAY ELECTRIC COOP (MO)	1,786	0.0077	99.4025
453	1155	DELMARVA POWER & LIGHT CO	1,780	0.0077	99.4101
454	1071	BUTLER RURAL ELECTRIC (KS)	1,740	0.0075	99.4176
455	1272	KANKAKEE VALLEY REMC	1,723	0.0074	99.4250
456	1282	KSTP RADIO (ST PAUL MINN)	1,723	0.0074	99.4324
457	1514	STARK ELECTRIC INC	1,688	0.0073	99.4397
458	1487	SIOUX CENTER MUN UTILITIES	1,686	0.0073	99.4469
459	1120	CLINTON VILLAGE	1,685	0.0073	99.4542
460	1390	OBERLIN MUN LIGHT & POWER SYSTEM	1,685	0.0073	99.4614
461	1375	NORTH AMERICAN PHILIPS (AMER. PHILLIPS)	1,646	0.0071	99.4685
462	1076	CALLAWAY ELECTRIC (NE)	1,632	0.0070	99.4756
463	1320	MCCONE ELECTRIC COOP INC	1,629	0.0070	99.4826
464	1019	ANOKA ELECTRIC COOP	1,613	0.0069	99.4895
465	1490	SMOKY HILL ELECTRIC COOP	1,600	0.0069	99.4964
466	1018	AMORY ELECTRIC WATER DEPT	1,595	0.0069	99.5033
467	1103	CENTRAL VIRGINIA ELECTRIC	1,570	0.0068	99.5100
468	1181	ESTES PARK LIGHT & POWER (COLO)	1,530	0.0066	99.5166
469	1408	OXFORD PROPERTIES INC	1,520	0.0065	99.5231
470	1323	MECKLENBURG ELECTRIC COOP (VA)	1,509	0.0065	99.5296
471	1480	SHELBY COUNTY REMC (SHELLY CITY)	1,502	0.0065	99.5361
472	1697	NORWALK 3RD TAXING DIST. ELECT DEPT(TSI)	1,500	0.0065	99.5425
473	1699	PARK CHANDLER REALTY TRUST(TSI)	1,500	0.0065	99.5490
474	1755	NORWALK ELECTRIC COMPANY (TSI)	1,500	0.0065	99.5555
475	1454	ROSEBUD ELECTRIC COOP	1,455	0.0063	99.5617
476	1540	TROY WATER & LT. DEPT (CITY OF)	1,452	0.0062	99.5680
477	1138	CONTINENTAL DIVIDE ELECTRIC	1,450	0.0062	99.5742
478	1664	EMHART CORP(TSI)	1,425	0.0061	99.5803
479	1038	BEAVER CITY MUN POWER & LIGHT	1,374	0.0059	99.5862
480	1356	NAPOLEAN MUN UTILITIES	1,370	0.0059	99.5921
481	1732	WADENA LIGHT AND WATER DEPT (MO BASIN)	1,351	0.0058	99.5980
482	1442	READING MUN LIGHT	1,325	0.0057	99.6037
483	1193	FORD MOTOR CO	1,312	0.0056	99.6093
484	1128	COAHOMA ELECTRIC POWER (COHOMA)	1,307	0.0056	99.6149
485	1353	NYMAN ELECTRIC COOP (IAEC) (MYMAN)	1,305	0.0056	99.6205
486	1586	WOOD RIVER (CITY OF)	1,304	0.0056	99.6262
487	1298	LITTLETON MUN LIGHT DEPT	1,300	0.0056	99.6317
488	1541	TRUMAN MUN LIGHT PLANT	1,269	0.0055	99.6372
489	1153	DEL-MET CORP	1,265	0.0054	99.6427
490	1252	INDUSTRIAL ELECTRIC (MINN)	1,256	0.0054	99.6481
491	1519	SULLIVAN ELECTRIC DEPT	1,250	0.0054	99.6534
492	1410	PANHANDLE EASTERN PIPE LINE CO	1,206	0.0052	99.6586

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493	1657	CONCORD ELEC CO(TSI)	1,200	0.0052	99.6638
494	1665	ENDICOTT JOHNSON CO(TSI)	1,200	0.0052	99.6690
495	1166	EAST CENTRAL ELECTRIC	1,190	0.0051	99.6741
496	1072	C & W ELECTRIC COOP	1,187	0.0051	99.6792
497	1606	J A C ELECT COOP	1,180	0.0051	99.6843
498	1717	BARNESVILLE MUN LT & POWER (MO BASIN)	1,169	0.0050	99.6893
499	1462	SAFE HARBOR WATER POWER CORP	1,150	0.0049	99.6942
500	1388	O & A ELECTRIC	1,135	0.0049	99.6991
501	1190	FLANDREAU	1,117	0.0048	99.7039
502	1505	SPENCER UTILITIES	1,096	0.0047	99.7086
503	1313	MARIGOLD FOODS (MINN)	1,093	0.0047	99.7133
504	1086	CAREY ELECTRIC (VILLAGE OF)	1,090	0.0047	99.7180
505	1741	CORN BELT POWER COOP (IAEC)	1,060	0.0046	99.7226
506	1231	HARRISONVILLE MO (CITY OF)	1,054	0.0045	99.7271
507	1058	BROKEN BOW MUN UTILITIES	1,039	0.0045	99.7316
508	1516	STERLING MUN LIGHT DEPT	1,035	0.0045	99.7361
509	1143	CREIG BOTETOURT ELECTRIC COOP	1,034	0.0044	99.7405
510	1703	READING MUNICIPAL LIGHT DEPT(TSI)	1,000	0.0043	99.7448
511	1011	ALTON MUN	985	0.0042	99.7491
512	1170	ECOLOGY & ENVIRONMENTAL SYSTEMS INC	975	0.0042	99.7532
513	1527	TALMAGE (VILLAGE OF)	975	0.0042	99.7574
514	1413	PARKER HANNIFIN CORP	960	0.0041	99.7616
515	1421	PIERCE UTILITIES	940	0.0040	99.7656
516	1033	BARTLETT ELECTRIC	936	0.0040	99.7696
517	1378	NORTH PLATTE MUN LIGHT & POWER	930	0.0040	99.7736
518	1233	HAWKEYE CHEMICAL	925	0.0040	99.7776
519	1568	WATSON ELECTRIC	925	0.0040	99.7816
520	1171	EDGAR (CITY OF)	920	0.0040	99.7856
521	1290	LEAVENWORTH-JEFFERSON ELECTRIC	913	0.0039	99.7895
522	1548	UNION RURAL ELECTRIC	906	0.0039	99.7934
523	1130	COLDWATER BOARD OF PUBLIC WORKS	904	0.0039	99.7973
524	1136	CONSOLIDATION COAL CO	884	0.0038	99.8011
525	1225	GULF OIL CHEMICAL CO (CHEVRON)	866	0.0037	99.8048
526	1742	HUMBOLDT COUNTY REC (IAEC)	848	0.0036	99.8085
527	1142	CP NATIONAL CORP	820	0.0035	99.8120
528	1662	EASTERN NY CORREC FACILITY(TSI)	800	0.0034	99.8154
529	1439	RALEIGH (CITY OF)	797	0.0034	99.8189
530	1429	PLAINVIEW ELECTRIC SYSTEM	778	0.0033	99.8222
531	1148	DARLINGTON P & L	775	0.0033	99.8256
532	1037	BEAR TOOTH ELECTRIC	763	0.0033	99.8288
533	1471	SCOTT NEW MADRID MISS ELECTRIC COOP	760	0.0033	99.8321

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534	1483	SHOSHONE POWER & LIGHT	760	0.0033	99.8354
535	1059	BROOKINGS MUNICIPAL UTILITIES (BROOKING)	757	0.0033	99.8386
536	1154	DELANO GRANITE	755	0.0032	99.8419
537	1565	VIDELIA ELECTRIC DEPT	755	0.0032	99.8451
538	1653	ASHLAND ELEC DEPT(TOWN OF)(TSI)	750	0.0032	99.8484
539	1684	LONG ISLAND DEV CENTER(TSI)	750	0.0032	99.8516
540	1036	BEACH-ELECTRIC-(KANSAS)	745	0.0032	99.8548
541	1182	FEDERAL AVIATION ADM. (FAA)	740	0.0032	99.8580
542	1437	PRINCE GEORGE ELECTRIC COOP	724	0.0031	99.8611
543	1592	WYMORE LIGHT & POWER	724	0.0031	99.8642
544	1466	SAN PATRICIO ELECTRIC COOP	713	0.0031	99.8673
545	1198	FOUR COUNTY ELECTRIC	710	0.0031	99.8703
546	1217	GRAFTON LIGHT & WATER DEPT	703	0.0030	99.8734
547	1733	STAPLES (CITY OF) (MO BASIN)	703	0.0030	99.8764
548	1221	GREEN VALLEY CHEM	700	0.0030	99.8794
549	1485	SIERRA ELECTRIC	700	0.0030	99.8824
550	1508	SAINT CLOUD HOSP (ST CLOUD)	680	0.0029	99.8853
551	1552	UNITED PROPERTIES	660	0.0028	99.8882
552	1000	A & N ELECTRIC COOP	653	0.0028	99.8910
553	1491	SMOOT GRAIN CO	651	0.0028	99.8938
554	1582	WHITE RIVER VALLEY ELECTRIC COOP	639	0.0027	99.8965
555	1024	ATCHISON ENGINEERING	620	0.0027	99.8992
556	1564	VICTORY ELECTRIC COOP	611	0.0026	99.9018
557	1509	ST JAMES MUN UTILITIES	608	0.0026	99.9044
558	1065	BUNGE CORP	580	0.0025	99.9069
559	1263	JANE CHINN MEMORIAL HOSPITAL (WESTWORLD)	578	0.0025	99.9094
560	1547	UNION COUNTY ELECTRIC	560	0.0024	99.9118
561	1549	UNISTRUT-GTE	550	0.0024	99.9142
562	1610	NORTH CENTRAL ELECTRIC COOP INC.	550	0.0024	99.9166
563	1528	TAUNTON MUN LIGHT PLANT	538	0.0023	99.9189
564	1281	KRAFCOR	534	0.0023	99.9212
565	1213	GLACIER ELECTRIC COOP	528	0.0023	99.9235
566	1206	GALT (CITY OF) (MISSOURI)	520	0.0022	99.9257
567	1372	NIXA (CITY OF) (MISSOURI)	520	0.0022	99.9279
568	1107	CHELSEA (VILLAGE OF)	500	0.0022	99.9301
569	1651	AMERICAN THREAD COMPANY(TSI)	500	0.0022	99.9322
570	1056	BRIGHAM CITY LIGHT & POWER	490	0.0021	99.9343
571	1329	MID AMERICA DAIRYMEN (MID AMER DAIRY)	490	0.0021	99.9365
572	1165	DOME PIPE LINE CORP	480	0.0021	99.9385
573	1174	ELECTRO-CRAFT	452	0.0019	99.9405
574	1563	VIC MANUFACTURING	449	0.0019	99.9424

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575	1399	OMAHA STEEL CASTINGS	440	0.0019	99.9443
576	1017	AMOCO CORP. (AMOCO PIPE LINE)	435	0.0019	99.9462
577	1332	MILLE LACS ELECTRIC COOP	435	0.0019	99.9480
578	1348	MORGAN PACKING CO. (MORGAN MEAT)	420	0.0018	99.9498
579	1044	BLOOMING PRAIRIE PUBLIC UTILITIES	415	0.0018	99.9516
580	1434	PONTOTOC ELECTRIC POWER (PONTOTOC)	400	0.0017	99.9533
581	1474	SEDAN FLORAL	400	0.0017	99.9551
582	1012	AMERICAN CAN CO.	399	0.0017	99.9568
583	1545	TWIN VALLEY PUBLIC POWER	390	0.0017	99.9585
584	1360	RAVALLI COUNTY ELECTRIC	380	0.0016	99.9601
585	1308	MAGNOLIA ELECTRIC POWER (MS)	372	0.0016	99.9617
586	1566	VIGILANTE ELECTRIC COOP INC	365	0.0016	99.9633
587	1583	WHITEHALL LEATHER	365	0.0016	99.9648
588	1119	CLAY UNION ELECTRIC	361	0.0016	99.9664
589	1391	OCONTO FALLS (CITY OF)	360	0.0015	99.9679
590	1587	WOODBINE MUN	360	0.0015	99.9695
591	1248	HUDSON LIGHT & POWER DEPT	355	0.0015	99.9710
592	1158	DELTA MUNICIPAL	350	0.0015	99.9725
593	1134	CONCORD MUN LIGHT PLANT	327	0.0014	99.9739
594	1284	LAKEVIEW (CITY OF)	320	0.0014	99.9753
595	1009	ALGER DELTA COOP	309	0.0013	99.9766
596	1099	CENTRAL NEW MEXICO ELECTRIC	300	0.0013	99.9779
597	1694	MONADNOCK PAPER MILLS, INC(TSI)	300	0.0013	99.9792
598	1068	BURKE MUN	298	0.0013	99.9805
599	1057	BROADMOOR HOTEL INC	280	0.0012	99.9817
600	1090	CEDAR SPRING CASTING	264	0.0011	99.9828
601	1188	FIRESAFE PRODUCTS	250	0.0011	99.9839
602	1668	FISHERS ISLAND ELEC (TSI)	250	0.0011	99.9850
603	1718	CAMPBELL MUN ELECTRIC DEPT.	250	0.0011	99.9861
604	1571	WEBBER (CITY OF) KANSAS	249	0.0011	99.9871
605	1711	TRW BEARINGS DIVISION(TSI)	230	0.0010	99.9881
606	1251	INDEPENDENCE MUN LIGHT	213	0.0009	99.9890
607	1091	CENEX MINNEAPOLIS	210	0.0009	99.9900
608	1296	LINCOLN UNION ELECTRIC	210	0.0009	99.9909
609	1377	NORTH HENNEPIN VOTEC (NORTH HEMPPER)	200	0.0009	99.9917
610	1669	FRANCONIA PULP & PAPER (TSI)(C ISAACSON)	200	0.0009	99.9926
611	1696	NEW YORK STATE DEPT. OF HEALTH (TSI)	200	0.0009	99.9934
612	1338	MITCHELL LIGHT & POWER	185	0.0008	99.9942
613	1008	ALFALFA ELECTRIC	169	0.0007	99.9950
614	1594	YELLOW SPRING (VILLAGE OF)	155	0.0007	99.9956
615	1312	MAQUOKETA COUNTY REC (IAEC) (MAQUAKITA)	150	0.0006	99.9963

rank.rpt

Clean Sites, Inc.  
Rose Chemicals Site  
Waste-In Company Ranking Report

Date: 04/06/88

Rank	PRP ID	PRP Name	Total Weight	Pct Of Total	Accum Pctg
616	1053	BRADSHAW (VILLAGE OF)	140	0.0006	99.9969
617	1512	ST MARYS (CITY OF) (KS)	133	0.0006	99.9974
618	1227	HAMPTON ELECTRIC (NEB)	125	0.0005	99.9980
619	1533	TOPEKA WATER POLLUTION	110	0.0005	99.9985
620	1177	ENTERPRISE MUN. LTG. SYSTEM (CITY OF)	90	0.0004	99.9988
621	1121	CLOUD COUNTY COOP	80	0.0003	99.9992
622	1591	WORTHINGTON REGIONAL HOSP (MINNESOTA)	53	0.0002	99.9994
623	1208	GARDNER (CITY OF) KANSAS	50	0.0002	99.9996
624	1351	PROSPECT MUN ELECTRIC (MUN BLDG ELEC CO)	35	0.0002	99.9998
625	1013	AMERICAN ELECTRIC CO	30	0.0001	99.9999
626	1652	ANITEC IMAGE CORP(TSI)	20	0.0001	100.0000
REPORT TOTALS:			23,238,784	100.0000	100.0000

----- End Of Report -----

April 20, 1988

Mr. Richard J. Grant  
Manager, Environmental Affairs Department  
Central Illinois Public Service  
607 East Adams Street  
Springfield, Illinois 62701

*Re: Martha C. Rose Chemicals, Inc. Superfund Site*  
*Acceptance Deadline: July 19, 1988*

Dear Dick,

As you are aware, the Rose Chemicals Steering Committee has been actively working with the Environmental Protection Agency, Region VII ("U.S. EPA"), to clean up the polychlorinated biphenyls (PCBs) and PCB-items at Martha C. Rose Chemicals, Inc. in Holden, Missouri ("Rose Site"). To date, the Steering Committee has spent approximately \$6.6 million in Rose Site costs. On October 29, 1987 the Steering Committee and the U.S. EPA entered into an order whereby the Steering Committee agreed to remove and dispose of PCBs at the Rose Site. The order was previously mailed to you on or about January 20, 1988.

Concurrent with this letter, the Steering Committee is offering to entities individually responsible for less than one percent of the total amount of PCB material sent to the Rose Site, two alternative methods for participating in the cleanup of the Rose Site. Such potentially responsible parties ("PRP") may execute a Buyout Agreement or a Consent Party Agreement with the Steering Committee. Under the Buyout Agreement the PRP pays \$2.60 per pound of material it sent to Rose and the Steering Committee largely assumes that PRP's share of responsibility for the cleanup of the Rose Site. Under the Consent Party Agreement the PRP initially pays \$1.53 per pound but remains liable for further costs.

As noted, the Steering Committee determined to offer these alternatives only to those entities individually responsible for less than one percent of the total amount of material sent to Rose. Your entity, however, is responsible for more than one percent and the Steering Committee concluded that it would not offer a "buyout" to any entity, including the members of the Steering Committee, responsible for more than one percent. Nonetheless, the Steering Committee decided to offer you two alternatives for your participation in the Rose Site cleanup.

By this letter the participating Steering Committee members hereby offer CIPS a choice between the following two options to satisfy your Superfund responsibilities at the Rose Site:

Option #1. Steering Committee Membership

You may become a member of the Steering Committee which will require you to execute certain documents already signed by existing Steering Committee members and make the appropriate payment, based on the assessments, to equalize your payments to date, if any, with those of the current Steering Committee members.

Option #2. Consent Party Status

If you choose not to become a Steering Committee member, your alternative is to participate in the Rose Site cleanup by entering into the Consent Party Agreement with the participating Steering Committee members and by paying an initial assessment of \$1.53 per pound of material sent by you to Rose, less your payments to date, if any.

The Rose Chemicals Steering Committee does not intend to make any further offer to you to participate in the Rose Chemicals cleanup. The Steering Committee believes that *each* responsible party must pay its share of cleanup costs at the Rose Site and will pursue those responsible parties who fail to participate in this offer. The terms of the two options are discussed below and in the documents accompanying this letter. The Steering Committee recommends that you read the documents carefully.

Option #1. Steering Committee Membership

Every entity which was individually responsible for more than one percent of the total amount of material sent to Rose is a member of the Steering Committee with three exceptions, your organization included. You previously have been offered, and declined, the opportunity to become a Steering Committee member but the Steering Committee concluded to again offer you Steering Committee membership. The Steering Committee concluded, however, that this would be the last time you would be offered membership.

To become a member of the Steering Committee CIPS will have to execute the agreement entered into among the Steering Committee members (referred to as the "PRP Agreement"), as amended and any related documents. In addition you would have to execute the agreement entered into between the Steering Committee and Clean Sites Inc. ("CSI") and you may have to execute the second Administrative Order on Consent entered into with U.S. EPA. Along with the other participating Steering Committee members, you will have to execute both the Consent Party Agreement and the Buyout Agreement as an offeror. Finally, you will have to pay \$434,063.24. That amount has been calculated on the basis of the amounts

April 20, 1988

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assessed to date to the current Steering Committee members with credit for the amounts previously paid, if any.

We recognize that in order for you to evaluate this option you need to be able to review all of the pertinent documents. Our records indicate you already have received copies of both Administrative Orders on Consent. Accompanying this letter are the following documents:

1. The Buyout Agreement.
2. The Consent Party Agreement, with the Allocation Formula attached.
3. The form of transmittal used with those two agreements.
4. Rose Chemicals Site - Company Ranking Report
5. The Support Document that accompanied the Buyout-Consent Party offer.

These materials will provide you with a significant amount of information but we have omitted two important items, namely the PRP Agreement, as amended, and the CSI Agreement. The Steering Committee parties to those agreements have previously committed to maintain the confidentiality of those documents and, therefore, if you wish to review those documents you must execute the enclosed "Confidentiality Agreement," mail it to Sheldon A. Zabel, Esq., 7200 Sears Tower, Chicago, Illinois 60606, and copies of those documents will be sent to you. Obviously if you intend to elect the Consent Party option you need not request the confidential documents.

#### Option #2. Terms of Consent Party Offer

If you do not elect to become a Steering Committee member your alternative is to become a Consent Party. By doing so, you agree to pay your share, according to the Allocation Formula (which was developed by the participating Steering Committee members and, as revised, is attached to the Consent Party Agreement), of whatever the ultimate - and as yet undetermined - cleanup costs at the Rose Site may be. You will receive the benefit of whatever protection the U.S. EPA may give Consent Parties in any agreement which ultimately settles legal liabilities at the Rose Site, assuming that such an agreement is reached, and you agree to sign, if necessary, such future agreement. Absent any such protection and depending upon the extent of such protection, however, you will retain full responsibility for costs related to the Rose Site - just like the participating Steering Committee members and the other Consent Parties. These costs are likely to include, for example, your proportional share of recalcitrants' or non-participants' costs, all unanticipated cleanup costs and any natural resource damage that is discovered now or in the future. Whatever the actual cleanup costs turn out to be, you, all other Consent Parties and the participating Steering Committee members will share such responsibility proportionately.

April 20, 1988

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To date the Rose Chemicals Steering Committee has raised about \$7,000,000 to cover the costs of activities at the Rose Site. In order to continue the cleanup of the Rose Site on a timely basis, other responsible parties must now assume their share of the estimated cleanup costs. Therefore, to participate as a Consent Party, you must pay \$1.53 per pound of material sent by you to Rose. In your case this requires the payment of \$816,900.57, which amount has been adjusted downward for your prior payments, if any. The \$1.53 per pound amount is calculated by dividing the currently estimated total cleanup cost, \$35,400,000, by the total amount of waste sent to the Rose Site, approximately 23,200,000 pounds.

You must also agree to pay the amount by which your share of responsibilities at the Rose Site, under the Allocation Formula, exceeds your consent payment and prior payments, if any. Unlike the consent payment, the Allocation Formula examines the actual costs of the cleanup. Under the Allocation Formula, your share of such actual costs depends on multiple factors, including the ultimate cost to clean up the Rose Site. The Allocation Formula strives to equitably specify each responsible party's share of Rose Site cleanup costs.

Until the cleanup work nears completion, the Steering Committee cannot determine the exact cost for your share. As cleanup work is completed, the Steering Committee will provide you with an Allocation Formula-based accounting, explaining whether your consent payment is too little or too great. Upon final settlement of all cleanup work with U.S. EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, the participating Steering Committee members shall prepare an accounting under the Allocation Formula to determine whether each consent party has paid its share of cleanup costs. A refund to each Consent Party for that outstanding portion, if any, of the consent payment which represents an overpayment will be made by the participating Steering Committee members. Alternatively, each Consent Party will be invoiced for any monies owing if the consent payment is insufficient to cover that Consent Party's share of the cleanup. In either event, your total monetary payment will reflect your share of Rose cleanup costs.

If you decide to accept this offer to be a Consent Party, CIPS must:

- (1) Return the enclosed Rose Chemicals Consent Party Agreement, signed by a corporate officer, no later than July 19, 1988, to Mr. James Kohanek, Clean Sites Inc. Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314; and
- (2) Accompany the signed agreement with a certified check in the amount of \$816,900.57 made payable to the Rose Chemicals Administrative Fund.

April 20, 1988

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U.S. EPA Role


U.S. EPA is aware that this offer is being made to your organization, although it is not a participant in it. The Rose Chemicals Steering Committee is required to provide the U.S. EPA lists of both those parties who do and those who do not participate in the cleanup and, based on the responses to prior requests for participation, the Steering Committee has been furnishing such lists to U.S. EPA. Under CERCLA, the Agency is authorized to recover its cleanup costs from potentially responsible parties who do not participate in the cleanup (CERCLA, §107). The Agency has made a commitment (in Administrative Order on Consent, Docket No. 87-F-0007, effective October 29, 1987) to seek to recover certain of its costs first from those parties not participating with the Rose Chemicals Steering Committee in the cleanup of the Rose Site.

Conclusion

In sum, the Rose Chemicals Steering Committee strongly urges CIPS to participate in the cleanup of the Rose Site by becoming a Steering Committee member or Consent Party. The Steering Committee intends to take whatever action is necessary to ensure that each party discharges its legal responsibility for the Rose Site. Please consider carefully the options presented to you and join with us in the Rose Site cleanup.

If you have any questions, please feel free to contact Mr. James Kohanek at Clean Sites, Inc., (703) 739-1201.

Sincerely,

  
Jene Robinson  
Chairman of the  
Rose Chemicals Steering Committee

April 20, 1988

Terry R. Fox, Esq.  
Senior Attorney  
Iowa Power & Light Company  
P. O. Box 657  
Des Moines, Iowa 50303

*Re: Martha C. Rose Chemicals, Inc. Superfund Site  
Acceptance Deadline: July 19, 1988*

Dear Terry,

As you are aware, the Rose Chemicals Steering Committee has been actively working with the Environmental Protection Agency, Region VII ("U.S. EPA"), to clean up the polychlorinated biphenyls (PCBs) and PCB-items at Martha C. Rose Chemicals, Inc. in Holden, Missouri ("Rose Site"). To date, the Steering Committee has spent approximately \$6.6 million in Rose Site costs. On October 29, 1987 the Steering Committee and the U.S. EPA entered into an order whereby the Steering Committee agreed to remove and dispose of PCBs at the Rose Site. The order was previously mailed to you on or about January 20, 1988.

Concurrent with this letter, the Steering Committee is offering to entities individually responsible for less than one percent of the total amount of PCB material sent to the Rose Site, two alternative methods for participating in the cleanup of the Rose Site. Such potentially responsible parties ("PRP") may execute a Buyout Agreement or a Consent Party Agreement with the Steering Committee. Under the Buyout Agreement the PRP pays \$2.60 per pound of material it sent to Rose and the Steering Committee largely assumes that PRP's share of responsibility for the cleanup of the Rose Site. Under the Consent Party Agreement the PRP initially pays \$1.53 per pound but remains liable for further costs.

As noted, the Steering Committee determined to offer these alternatives only to those entities individually responsible for less than one percent of the total amount of material sent to Rose. Your entity, however, is responsible for more than one percent and the Steering Committee concluded that it would not offer a "buyout" to any entity, including the members of the Steering Committee, responsible for more than one percent. Nonetheless, the Steering Committee decided to offer you two alternatives for your participation in the Rose Site cleanup.

By this letter the participating Steering Committee members hereby offer IP&L a choice between the following two options to satisfy your Superfund responsibilities at the Rose Site:

April 20, 1988

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**Option #1. Steering Committee Membership**

You may become a member of the Steering Committee which will require you to execute certain documents already signed by existing Steering Committee members and make the appropriate payment, based on the assessments, to equalize your payments to date, if any, with those of the current Steering Committee members.

**Option #2. Consent Party Status**

If you choose not to become a Steering Committee member, your alternative is to participate in the Rose Site cleanup by entering into the Consent Party Agreement with the participating Steering Committee members and by paying an initial assessment of \$1.53 per pound of material sent by you to Rose, less your payments to date, if any.

The Rose Chemicals Steering Committee does not intend to make any further offer to you to participate in the Rose Chemicals cleanup. The Steering Committee believes that *each* responsible party must pay its share of cleanup costs at the Rose Site and will pursue those responsible parties who fail to participate in this offer. The terms of the two options are discussed below and in the documents accompanying this letter. The Steering Committee recommends that you read the documents carefully.

**Option #1. Steering Committee Membership**

Every entity which was individually responsible for more than one percent of the total amount of material sent to Rose is a member of the Steering Committee with three exceptions, your organization included. You previously have been offered, and declined, the opportunity to become a Steering Committee member but the Steering Committee concluded to again offer you Steering Committee membership. The Steering Committee concluded, however, that this would be the last time you would be offered membership.

To become a member of the Steering Committee IP&L will have to execute the agreement entered into among the Steering Committee members (referred to as the "PRP Agreement"), as amended and any related documents. In addition you would have to execute the agreement entered into between the Steering Committee and Clean Sites Inc. ("CSI") and you may have to execute the second Administrative Order on Consent entered into with U.S. EPA. Along with the other participating Steering Committee members, you will have to execute both the Consent Party Agreement and the Buyout Agreement as an offeror. Finally, you will have to pay \$223,098.64. That amount has been calculated on the basis of the amounts

April 20, 1988

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assessed to date to the current Steering Committee members with credit for the amounts previously paid, if any.

We recognize that in order for you to evaluate this option you need to be able to review all of the pertinent documents. Our records indicate you already have received copies of both Administrative Orders on Consent. Accompanying this letter are the following documents:

1. The Buyout Agreement.
2. The Consent Party Agreement, with the Allocation Formula attached.
3. The form of transmittal used with those two agreements.
4. Rose Chemicals Site - Company Ranking Report
5. The Support Document that accompanied the Buyout-Consent Party offer.

These materials will provide you with a significant amount of information but we have omitted two important items, namely the PRP Agreement, as amended, and the CSI Agreement. The Steering Committee parties to those agreements have previously committed to maintain the confidentiality of those documents and, therefore, if you wish to review those documents you must execute the enclosed "Confidentiality Agreement," mail it to Sheldon A. Zabel, Esq., 7200 Sears Tower, Chicago, Illinois 60606, and copies of those documents will be sent to you. Obviously if you intend to elect the Consent Party option you need not request the confidential documents.

#### Option #2. Terms of Consent Party Offer

If you do not elect to become a Steering Committee member your alternative is to become a Consent Party. By doing so, you agree to pay your share, according to the Allocation Formula (which was developed by the participating Steering Committee members and, as revised, is attached to the Consent Party Agreement), of whatever the ultimate - and as yet undetermined - cleanup costs at the Rose Site may be. You will receive the benefit of whatever protection the U.S. EPA may give Consent Parties in any agreement which ultimately settles legal liabilities at the Rose Site, assuming that such an agreement is reached, and you agree to sign, if necessary, such future agreement. Absent any such protection and depending upon the extent of such protection, however, you will retain full responsibility for costs related to the Rose Site - just like the participating Steering Committee members and the other Consent Parties. These costs are likely to include, for example, your proportional share of recalcitrants' or non-participants' costs, all unanticipated cleanup costs and any natural resource damage that is discovered now or in the future. Whatever the actual cleanup costs turn out to be, you, all other Consent Parties and the participating Steering Committee members will share such responsibility proportionately.

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To date the Rose Chemicals Steering Committee has raised about \$7,000,000 to cover the costs of activities at the Rose Site. In order to continue the cleanup of the Rose Site on a timely basis, other responsible parties must now assume their share of the estimated cleanup costs. Therefore, to participate as a Consent Party, you must pay \$1.53 per pound of material sent by you to Rose. In your case this requires the payment of \$419,954.02, which amount has been adjusted downward for your prior payments, if any. The \$1.53 per pound amount is calculated by dividing the currently estimated total cleanup cost, \$35,400,000, by the total amount of waste sent to the Rose Site, approximately 23,200,000 pounds.

You must also agree to pay the amount by which your share of responsibilities at the Rose Site, under the Allocation Formula, exceeds your consent payment and prior payments, if any. Unlike the consent payment, the Allocation Formula examines the actual costs of the cleanup. Under the Allocation Formula, your share of such actual costs depends on multiple factors, including the ultimate cost to clean up the Rose Site. The Allocation Formula strives to equitably specify each responsible party's share of Rose Site cleanup costs.

Until the cleanup work nears completion, the Steering Committee cannot determine the exact cost for your share. As cleanup work is completed, the Steering Committee will provide you with an Allocation Formula-based accounting, explaining whether your consent payment is too little or too great. Upon final settlement of all cleanup work with U.S. EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, the participating Steering Committee members shall prepare an accounting under the Allocation Formula to determine whether each consent party has paid its share of cleanup costs. A refund to each Consent Party for that outstanding portion, if any, of the consent payment which represents an overpayment will be made by the participating Steering Committee members. Alternatively, each Consent Party will be invoiced for any monies owing if the consent payment is insufficient to cover that Consent Party's share of the cleanup. In either event, your total monetary payment will reflect your share of Rose cleanup costs.

If you decide to accept this offer to be a Consent Party, CIPS must:

- (1) Return the enclosed Rose Chemicals Consent Party Agreement, signed by a corporate officer, no later than July 19, 1988, to Mr. James Kohanek, Clean Sites Inc. Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314; and
- (2) Accompany the signed agreement with a certified check in the amount of \$419,954.02 made payable to the Rose Chemicals Administrative Fund.

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U.S. EPA Role

U.S. EPA is aware that this offer is being made to your organization, although it is not a participant in it. The Rose Chemicals Steering Committee is required to provide the U.S. EPA lists of both those parties who do and those who do not participate in the cleanup and, based on the responses to prior requests for participation, the Steering Committee has been furnishing such lists to U.S. EPA. Under CERCLA, the Agency is authorized to recover its cleanup costs from potentially responsible parties who do not participate in the cleanup (CERCLA, §107). The Agency has made a commitment (in Administrative Order on Consent, Docket No. 87-F-0007, effective October 29, 1987) to seek to recover certain of its costs first from those parties not participating with the Rose Chemicals Steering Committee in the cleanup of the Rose Site.

Conclusion

In sum, the Rose Chemicals Steering Committee strongly urges IP&L to participate in the cleanup of the Rose Site by becoming a Steering Committee member or Consent Party. The Steering Committee intends to take whatever action is necessary to ensure that each party discharges its legal responsibility for the Rose Site. Please consider carefully the options presented to you and join with us in the Rose Site cleanup.

If you have any questions, please feel free to contact Mr. James Kohanek at Clean Sites, Inc., (703) 739-1201.

Sincerely,



Jene Robinson  
Chairman of the  
Rose Chemicals Steering Committee

April 20, 1988

Mr. L. J. Cooper  
Environmental Manager  
Nebraska Public Power Dist.  
1414 15th Street  
Columbus, Nebraska 68601

*Re: Martha C. Rose Chemicals, Inc. Superfund Site  
Acceptance Deadline: July 19, 1988*

Dear John,

As you are aware, the Rose Chemicals Steering Committee has been actively working with the Environmental Protection Agency, Region VII ("U.S. EPA"), to clean up the polychlorinated biphenyls (PCBs) and PCB-items at Martha C. Rose Chemicals, Inc. in Holden, Missouri ("Rose Site"). To date, the Steering Committee has spent approximately \$6.6 million in Rose Site costs. On October 29, 1987 the Steering Committee and the U.S. EPA entered into an order whereby the Steering Committee agreed to remove and dispose of PCBs at the Rose Site. The order was previously mailed to you on or about January 20, 1988.

Concurrent with this letter, the Steering Committee is offering to entities individually responsible for less than one percent of the total amount of PCB material sent to the Rose Site, two alternative methods for participating in the cleanup of the Rose Site. Such potentially responsible parties ("PRP") may execute a Buyout Agreement or a Consent Party Agreement with the Steering Committee. Under the Buyout Agreement the PRP pays \$2.60 per pound of material it sent to Rose and the Steering Committee largely assumes that PRP's share of responsibility for the cleanup of the Rose Site. Under the Consent Party Agreement the PRP initially pays \$1.53 per pound but remains liable for further costs.

As noted, the Steering Committee determined to offer these alternatives only to those entities individually responsible for less than one percent of the total amount of material sent to Rose. Your entity, however, is responsible for more than one percent and the Steering Committee concluded that it would not offer a "buyout" to any entity, including the members of the Steering Committee, responsible for more than one percent. Nonetheless, the Steering Committee decided to offer you two alternatives for your participation in the Rose Site cleanup.

By this letter the participating Steering Committee members hereby offer NPPD a choice between the following two options to satisfy your Superfund responsibilities at the Rose Site:

Option #1. Steering Committee Membership

You may become a member of the Steering Committee which will require you to execute certain documents already signed by existing Steering Committee members and make the appropriate payment, based on the assessments, to equalize your payments to date, if any, with those of the current Steering Committee members.

Option #2. Consent Party Status

If you choose not to become a Steering Committee member, your alternative is to participate in the Rose Site cleanup by entering into the Consent Party Agreement with the participating Steering Committee members and by paying an initial assessment of \$1.53 per pound of material sent by you to Rose, less your payments to date, if any.

The Rose Chemicals Steering Committee does not intend to make any further offer to you to participate in the Rose Chemicals cleanup. The Steering Committee believes that *each* responsible party must pay its share of cleanup costs at the Rose Site and will pursue those responsible parties who fail to participate in this offer. The terms of the two options are discussed below and in the documents accompanying this letter. The Steering Committee recommends that you read the documents carefully.

Option #1. Steering Committee Membership

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To become a member of the Steering Committee NPPD will have to execute the agreement entered into among the Steering Committee members (referred to as the "PRP Agreement"), as amended and any related documents. In addition you would have to execute the agreement entered into between the Steering Committee and Clean Sites Inc. ("CSI") and you may have to execute the second Administrative Order on Consent entered into with U.S. EPA. Along with the other participating Steering Committee members, you will have to execute both the Consent Party Agreement and the Buyout Agreement as an offeror. Finally, you will have to pay \$590,799.36. That amount has been calculated on the basis of the amounts

April 20, 1988  
Page 3

assessed to date to the current Steering Committee members with credit for the amounts previously paid, if any.

We recognize that in order for you to evaluate this option you need to be able to review all of the pertinent documents. Our records indicate you already have received copies of both Administrative Orders on Consent. Accompanying this letter are the following documents:

1. The Buyout Agreement.
2. The Consent Party Agreement, with the Allocation Formula attached.
3. The form of transmittal used with those two agreements.
4. Rose Chemicals Site - Company Ranking Report
5. The Support Document that accompanied the Buyout-Consent Party offer

These materials will provide you with a significant amount of information but we have omitted two important items, namely the PRP Agreement, as amended, and the CSI Agreement. The Steering Committee parties to those agreements have previously committed to maintain the confidentiality of those documents and, therefore, if you wish to review those documents you must execute the enclosed "Confidentiality Agreement," mail it to Sheldon A. Zabel, Esq., 7200 Sears Tower, Chicago, Illinois 60606, and copies of those documents will be sent to you. Obviously if you intend to elect the Consent Party option you need not request the confidential documents.

#### Option #2. Terms of Consent Party Offer

If you do not elect to become a Steering Committee member your alternative is to become a Consent Party. By doing so, you agree to pay your share, according to the Allocation Formula (which was developed by the participating Steering Committee members and, as revised, is attached to the Consent Party Agreement), of whatever the ultimate - and as yet undetermined - cleanup costs at the Rose Site may be. You will receive the benefit of whatever protection the U.S. EPA may give Consent Parties in any agreement which ultimately settles legal liabilities at the Rose Site, assuming that such an agreement is reached, and you agree to sign, if necessary, such future agreement. Absent any such protection and depending upon the extent of such protection, however, you will retain full responsibility for costs related to the Rose Site - just like the participating Steering Committee members and the other Consent Parties. These costs are likely to include, for example, your proportional share of recalcitrants' or non-participants' costs, all unanticipated cleanup costs and any natural resource damage that is discovered now or in the future. Whatever the actual cleanup costs turn out to be, you, all other Consent Parties and the participating Steering Committee members will share such responsibility proportionately.

April 20, 1988

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To date the Rose Chemicals Steering Committee has raised about \$7,000,000 to cover the costs of activities at the Rose Site. In order to continue the cleanup of the Rose Site on a timely basis, other responsible parties must now assume their share of the estimated cleanup costs. Therefore, to participate as a Consent Party, you must pay \$1.53 per pound of material sent by you to Rose. In your case this requires the payment of \$1,051,073.28, which amount has been adjusted downward for your prior payments, if any. The \$1.53 per pound amount is calculated by dividing the currently estimated total cleanup cost, \$35,400,000, by the total amount of waste sent to the Rose Site, approximately 23,200,000 pounds.

You must also agree to pay the amount by which your share of responsibilities at the Rose Site, under the Allocation Formula, exceeds your consent payment and prior payments, if any. Unlike the consent payment, the Allocation Formula examines the actual costs of the cleanup. Under the Allocation Formula, your share of such actual costs depends on multiple factors, including the ultimate cost to clean up the Rose Site. The Allocation Formula strives to equitably specify each responsible party's share of Rose Site cleanup costs.

Until the cleanup work nears completion, the Steering Committee cannot determine the exact cost for your share. As cleanup work is completed, the Steering Committee will provide you with an Allocation Formula-based accounting, explaining whether your consent payment is too little or too great. Upon final settlement of all cleanup work with U.S. EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, the participating Steering Committee members shall prepare an accounting under the Allocation Formula to determine whether each consent party has paid its share of cleanup costs. A refund to each Consent Party for that outstanding portion, if any, of the consent payment which represents an overpayment will be made by the participating Steering Committee members. Alternatively, each Consent Party will be invoiced for any monies owing if the consent payment is insufficient to cover that Consent Party's share of the cleanup. In either event, your total monetary payment will reflect your share of Rose cleanup costs.

If you decide to accept this offer to be a Consent Party, NPPD must:

- (1) Return the enclosed Rose Chemicals Consent Party Agreement, signed by a corporate officer, no later than July 19, 1988, to Mr. James Kohanek, Clean Sites Inc. Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314; and
- (2) Accompany the signed agreement with a certified check in the amount of \$1,051,073.28 made payable to the Rose Chemicals Administrative Fund.

April 20, 1988

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U.S. EPA Role

U.S. EPA is aware that this offer is being made to your organization, although it is not a participant in it. The Rose Chemicals Steering Committee is required to provide the U.S. EPA lists of both those parties who do and those who do not participate in the cleanup and, based on the responses to prior requests for participation, the Steering Committee has been furnishing such lists to U.S. EPA. Under CERCLA, the Agency is authorized to recover its cleanup costs from potentially responsible parties who do not participate in the cleanup (CERCLA, §107). The Agency has made a commitment (in Administrative Order on Consent, Docket No. 87-F-0007, effective October 29, 1987) to seek to recover certain of its costs first from those parties not participating with the Rose Chemicals Steering Committee in the cleanup of the Rose Site.

Conclusion

In sum, the Rose Chemicals Steering Committee strongly urges NPPD to participate in the cleanup of the Rose Site by becoming a Steering Committee member or Consent Party. The Steering Committee intends to take whatever action is necessary to ensure that each party discharges its legal responsibility for the Rose Site. Please consider carefully the options presented to you and join with us in the Rose Site cleanup.

If you have any questions, please feel free to contact Mr. James Kohanek at Clean Sites, Inc., (703) 739-1201.

Sincerely,



Jene Robinson  
Chairman of the  
Rose Chemicals Steering Committee